ELEVENTH REPORT

OF THE

BOARD OF RAILWAY COMMISSIONERS OF CANADA

FOR THE YEAR ENDING MARCH 31

1916

PRINTED BY ORDER OF PARLIAMENT

OTTAWA
PRINTED BY J. DE L. TACHÉ,
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1917

[No. 20c—1917.]

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

SIR H. L. DRAYTON, K.C., *Chief Commissioner.*

D'ARCY SCOTT, *Assistant Chief Commissioner.*

HON. W. B. NANTEL, K.C., LL.D., *Deputy Chief Commissioner.*

S. J. MCLEAN, M.A., LL.B., Ph.D., *Commissioner.*

A. S. GOODEVE, *Commissioner.*

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OF THE

BOARD OF RAILWAY COMMISSIONERS

FOR CANADA.

To the Governor in Council:

Pursuant to the provisions of section 62 of the Railway Act, as amended by section 12 of chapter 32, 8-9 Edward VII, the Board of Railway Commissioners for Canada has the honour to submit its Eleventh Report for the year ending March 31, 1916.

Since the submission of the Board's last report the Railway Act has been amended under and by virtue of chapter 2, 6-7 George V, entitled An Act to amend the Railway Act, assented to the 7th March, 1916. The following is the amendment referred to:

6-7 GEORGE V, CHAP. 2.

AN ACT TO AMEND THE RAILWAY ACT.

(Assented to 7th March, 1916.)

His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Railway Act, chapter 37 of the Revised Statutes, 1906, is amended by inserting the following section immediately after section three hundred and seventeen thereof:—

"317A. If the company is unable or fails to provide sufficient facilities for the movement of grain from the Western Provinces to the elevators at the head of Lake Superior, or to destinations east thereof, after the close of navigation on the Great Lakes and before the next harvest, and grain in certain sections or districts cannot by reason thereof be marketed, the Board may require the said company to furnish all facilities within its powers for the carriage of such grain in such sections or districts to any intermediate point or points of interchange with another company or any terminal elevator, and there to make delivery thereof to such other company or companies or to such elevator for carriage by such other company or companies as the Board may direct; and the Board may require such other company or companies to transport such grain and supply the necessary cars and engines therefor, and the rates lawfully published and filed by the company in default and obtaining on its route shall apply over the joint route or routes so directed and shall be apportioned between the companies as the Board may direct."

PUBLIC SITTINGS OF THE BOARD.

During the year covered by the period from April 1, 1915, to March 31, 1916, the Board held 60 public sittings, at which 474 applications were heard. The number of public sittings held in the various provinces were as follows:—

In the province of	Ontario	43
" "	Quebec	5
" "	Nova Scotia	1
" "	Manitoba	3
" "	Saskatchewan	2
" "	Alberta	4
" "	British Columbia	2

The applications heard at the above sittings of the Board include a variety of matters falling within its jurisdiction under the Railway Act, from the complaint of a private individual to larger matters of general public interest affecting the community as a whole.

FORMAL AND INFORMAL MATTERS.

The number of informal matters dealt with by the Board, as distinguished from matters heard at public sittings, constitutes a considerable percentage of the total applications and complaints dealt with by the Board, that is to say, out of a total of 2,803 applications and complaints received and dealt with by the Board only 20⅝ per cent were set down for formal hearing, and 79⅜ per cent were disposed of without the necessity of a formal hearing. These informal complaints that are dealt with and settled without the necessity of a hearing, in many instances entail a considerable amount of inquiry and consideration on the part of the Board's officers and cover a wide range of subjects, such as, for example, a complaint of a more or less trivial matter to a matter of general public interest as affecting the community at large involving the application of a general principle in regard to a railway rate.

A list of the formal complaints heard at the various sittings of the Board, together with the disposal made thereof, will be found under Appendix "B," and a list of the informal matters dealt with by the Board will be found under Appendix "A."

RAILWAY GRADE CROSSING FUND.

In accordance with the provisions of section 7, of 8-9 Edward VII, chapter 32, entitled an Act to amend the Railway Act, provision was made that the sum of $200,000 each year, for five consecutive years from the 1st day of April, 1909, was appropriated and set apart from the Consolidated Revenue Fund for the purpose of aiding in the providing by actual construction works of protection, safety, and convenience for the public in respect of highway crossings of the railway at rail level, in existence on the said 1st day of April, the said sums to be placed to the credit of a special account to be known as "The Railway Grade Crossing Fund," to be applied by the Board, subject to certain limitations set out in the amending Act, solely towards the cost (not including that of maintenance and operation) of actual construction work for the purpose specified.

In dealing with such crossings, the Board issued, between the 1st day of April, 1909, and March 31, 1916, 341 Orders providing protection as follows:—

By	electric bells	208
"	gates	83
"	subways	49
"	overhead bridges	20
"	diversion of highways	16
"	closing of streets	2
"	removal of view obstructions	2
	Total number of crossings protected	380

It will be seen by comparing the total number of crossings protected with the Tenth Annual Report of the Board that the increase for the year ending March 31, 1916, in the number of crossings protected, numbers 30, made up as follows:—

By electric bells	23
" gates	3
" subways	3
" diversion of highway	1
" removal of view obstruction	1
Increase in number of crossings protected	30

NOTE.—Thirty crossings and thirty-one protections consequent on account of two, bells being ordered at one crossing.

In connection with the granting of aid to protective works under this fund, attention is again directed to the fact that the Board has found that the limitation imposed by the Act has prevented contributions being made in as large a degree as would seem to be proper in the public interest in connection with the larger schemes for elimination of grade crossings. Such works in the larger cities will run into amounts exceeding $100,000, and occasionally as high as several million dollars, so that the limitation of $5,000 (not to be applied to more than three crossings in any one municipality, or more than once to any one crossing), fixed by the Act, would be a mere fraction of the total amount involved.

GENERAL DECISIONS AND RULINGS OF THE BOARD.

Submitted herewith are some of the more important matters dealt with by the Board at its public sittings for the year ending March 31, 1916. The various judgments "in extenso" will be found under Appendix "C" to this report.

GENERAL ORDERS ISSUED BY THE BOARD.

The following is a brief statement of some of the matters dealt with under General Orders of the Board:—

Approval of an amendment to the Express Classification No. 3 containing provisions for the proper packing of moving picture films with the object of safeguarding the travelling public and the companies' employees.

Suspension of proposed advance in commodity rates of various classes of general merchandise and commodities shown in Supplement 26 to Canadian Pacific Railway Company's tariff C.R.C. No. E. 2480.

Provision for the amendment of the Board's General Order No. 102 by adding "Headlight Equipment" to the clause dealing with hand-rails and steps for headlights.

Provision for the alteration of Section No. 5 of subsection (c) of the form of Express Merchandise Receipt by providing that any loss or damage caused by delay or by injury to or loss or destruction of the shipment or any part thereof, from conditions beyond the control of the company, unless such loss or damage is caused by the railway company upon whose trains or property the shipment was at the time such loss or damage occurred; also providing for the affixing of a printed label to every shipment of goods indicating in a conspicuous manner whether the charges have been prepaid or are payable by the consignee.

Provision for the more prompt refunding of money to holders of unused railway tickets either in whole or in part.

In the matter of the intent of Section 335 of the Railway Act regarding the form of Concurrence Certificate to be used in notifying the Board of assent to or concurrence in joint tariffs or supplements thereto, applicable between points in Canada.

Disallowance of tolls of railway companies for cleansing and disinfecting live-stock cars in excess of the toll of 75 cents per car, and confirmation of the toll not exceeding 75 cents for such purpose.

In the matter of the collection of advances for seed grain, fodder for animals and other goods by way of relief, furnished to persons in the Provinces of Alberta and Saskatchewan under the authority of chapter 20 of the Acts of 1915, and the Order of the Board No. 7562 dated July 15, 1909, approving the forms of Bills of Lading for use in Canada by the Railway Companies.

Provision fixing the terms under which any municipal corporation, independent telephone company or system may connect its long-distance telephone system with that of the Bell Telephone Co. of Canada.

Provision fixing the regulations governing baggage car traffic in Canada.

Provision for the supply and movement of refrigerator cars for the carriage of vegetables in carload lots, and fixing the maximum tolls for the use of such refrigerator cars to be charged in addition to the tolls published and filed for the same movements in ordinary box cars.

In the matter of section 321 of the Railway Act and of any proposed new issue of the Canadian Freight Classification or any proposed supplement to the issue then current.

Provision that pending the revision of the present Canadian Freight Classification, railway companies subject to the Board's jurisdiction, shall publish and file commodity tariffs in regard to cream pasteurizers in less than carload lots.

In the matter of the profile of railway companies whose lines commence, terminate or intersect with any of the lines listed in the work entitled "Altitudes in Canada."

In the matter of sectons 321 and 348 of the Railway Act and Express Classification for Canada.

Amendment to Rule 93 of the Uniform Code of Rules for Canadian Railways by providing that by night or in foggy or stormy weather, proper lights be placed on cars or engines obstructing main tracks within yard limits.

Provision that railway companies subject to the Board's jurisdiction report to the Board embargoes of any kind whether such embargoes are placed by companies subject to the Board's jurisdiction or by any carrier having connection with them.

Regulations for the uniform maintenance of way Flagging Rules for impassable tracks.

Approval of telegraph conditions on telegraph forms used by telegraph companies subject to the Board's jurisdiction on which messages to be transmitted are to be written.

Approval of tariffs of tolls of telegraph companies within the territory west of Sudbury, Ont., and between the points east of Sudbury and west thereof in both directions.

COWICHAN RATEPAYERS' ASSOCIATION V. CANADIAN PACIFIC RY. CO.

Where the underlying principle of competition by water affects the whole toll structure, a point unaffected by such competition, is not unjustly discriminated against in not receiving as favourable tolls as points that are affected.

The facts are fully set out in the judgment of Chief Commissioner Drayton, February 15, 1915. 18 Can. Ry. Cas., 395.

CITY OF LACHINE V. GRAND TRUNK RY. CO.

The well defined policy of the Board in cases where there is no evidence of any dedication of a way of communication to the public by a railway company across its tracks is that the entire expense of grade separation necessary to carry the subway under the existing tracks of a railway company should be borne by the applicant municipality.

Village of Weston v. Grand Trunk and Canadian Pacific Ry. Cos. (Denison Avenue Crossing Case), 7 Can. Ry. Cas. 79; Town of St. Pierre v. Grand Trunk Ry. Co. (Simplex Avenue Crossing Case), 13 Can. Ry. Cas. 1; City of Montreal v. Canadian Pacific Ry. Co., 18 Can. Ry. Cas. 50, followed.

Application to have a foot subway opened where it intersects Sixth avenue on the south side and Seventh avenue on the north side of the tracks of the respondent, and to apportion the cost between the parties.

The facts are fully set out in the judgment of Assistant Chief Commissioner Scott, February 24, 1915, 18 Can. Ry. Cas., 385.

STANDARD CRUSHED STONE CO. V. GRAND TRUNK RAILWAY CO.

Section 225 of the Railway Act applies to spurs or branch lines ordered under sec. 226 as well as to branch lines authorized under sec. 222. The lands necessary for a spur constructed under sec. 226 are therefore to be acquired by agreement or expropriation in the same manner as lands for other railway purposes. Consequently where lands so required are owned by the applicant for the spur, and the applicant has not been compensated for them in accordance with the Act, they do not become vested in the railway company by the mere operation of sec. 226, sub-sec. 5, upon refund of the cost of the spur by means of rebates.

Boland v. Grand Trunk Ry. Co., 18 Can. Ry. Cas., 60, followed.

The facts are fully set out in the judgment of the Chief Commissioner, April 7, 1915. 18 Can. Ry. Cas., 374.

SUDBURY BREWING AND MALTING CO. V. CANADIAN PACIFIC RY. CO.

No instance can be found where a milling-in-transit privilege on the by-product has been granted, apart altogether from the main product, a brewing company, therefore, is not entitled to a milling-in-transit privilege on the offal of malt grain carried by the respondent on its line from Fort William to Sudbury, and there brewed in the applicant's brewery.

Shippers are not entitled to a milling-in-transit privilege as a matter of right, and its allowance in the public interest by carriers to shippers in one section must be without unjust discrimination to shippers in another section served by its line.

Koch v. Pennsylvania Ry. Co., 10 I.C.C.R., 675; Ontario & Manitoba Flour Mills v. Canadian Pacific Ry. Co., 16 Can. Ry. Cas., 430, followed.

The facts are fully set out in the judgment of Chief Commissioner Drayton, April 7, 1915. 18 Can. Ry. Cas., 410.

STEEL COMPANY OF CANADA V. TORONTO, HAMILTON AND BUFFALO RY. CO.

It is a principle of tariff-making to break the toll groups at flag stations or unimportant points as far as practicable. Acting upon this principle the Boarl refused an application to distribute the zones in respondents' City of Hamilton terminals, within which interswitching tolls of 1 cent and 1¼ cents per 100 pounds respectively prevailed.

The facts are fully set out in the judgment of Chief Commissioner Drayton, May 6, 1915. 18 Can. Ry. Cas., 339.

ERNESTOWN RURAL TELEPHONE CO. V. BELL TELEPHONE CO.

Under an agreement between telephone systems imposing "another line" charge in addition to the long-distance tolls of the Bell Company, "each party to receive its own charge and the party on whose line the call originates shall collect and be

responsible for such charge, provided, however, that the Bell Company shall not be obliged to collect and be responsible for the Proprietor's charge if the Proprietor fails to collect a like charge on messages originating on the Proprietor's system," the obligation in respect of the "other line" charge is mutual, that is to say, if the Bell Company is asked to collect the charge of the applicant company in respect of the message originating on the Bell Company's line the applicant company must similarly collect in respect of a message originating on its own line, and this obligation attaches to all calls.

Application for a ruling as to the meaning of Clause 8 of the Standard Form of Connecting Agreement between the respondent and the independent telephone companies.

The facts are fully set out in the judgment of Mr. Commissioner McLean, May 17, 1915. 18 Can. Ry. Cas., 325.

SINCLAIR V. WINDSOR, ESSEX AND LAKE SHORE RAPID RY. CO.

A shipment of household goods, originating at Kingsville, consigned to Bridgeburg, Ontario, was delivered by the Windsor, Essex and Lake Shore Rapid Ry. Co. to the Canadian Pacific Ry. Co. at Lake Shore Junction, and by that line delivered to the Grand Trunk Ry. Co. at London—the initial carrier, without instructions from the owners having chosen a route at a higher toll than that available via Michigan Central Ry. from Lake Shore Junction to Bridgeburg, and being under obligation, in the absence of specific instructions as to the routing off its own lines, to send the goods forward on the lowest toll combination available, should make adjustment accordingly.

The facts are fully set out in the judgment of Mr. Commissioner McLean, May 22, 1915. 18 Can. Ry. Cas., 344.

CUNEO FRUIT AND IMPORTING CO. V. GRAND TRUNK RY. CO.

Under the Railway Act, the statutory duties of the railway company to furnish facilities relate, in so far as the terminal station is concerned, merely to the unloading and delivery of the goods and to not include facilities for their sale; thus the prohibitions against undue preference or unjust discrimination in furnishing facilities do not apply to the failure or refusal of a railway company to allot space to a wholesale fruit firm in a building owned by it used by other fruit dealers as a market into which railway tracks run.

In *re* Western Tolls, 17 Can. Ry. Cas., 123, pp. 148 to 156; Twin City Transfer Co. v. Canadian Pacific Ry. Co., 15 Can. Ry. Cas., 323 followed; Purcell v. Grand Trunk Pacific Ry. Co., 13 Can. Ry. Cas., 194; Donovan v. Pennsylvania Ry. Co., 199 U.S.R., 279; South Western Produce Distributors v. Wabash Ry. Co., 20 I.C.C.R., 458; Cosby v. Richmond Transfer Co., 20 I.C.C.R., 72; Perth General Station Committee v. Ross (1897), A.C., 479, at pp. 482, 483; Barker v. Midland Ry. Co., 18 C.B. 46, referred to.

Application to direct the respondent to allot space to the applicant on the ground that its failure or refusal to do so was unjust discrimination.

The facts are fully set out in the judgment of Chief Commissioner Drayton, June 23, 1915. 18 Can. Ry. Cas., 414.

DESROCHES V. BELL TELEPHONE CO.

Under the provisions of sec. 315, a clergyman is entitled to be charged the residence toll and not the business toll for the use of the telephone installed in his residence.

SESSIONAL PAPER No. 20c

Application to direct the respondent to cease charging the business toll to the applicant for his telephone and restore the residence toll.

The facts are fully set out in the judgment of Assistant Chief Commissioner Scott, July 8, 1915, 18 Can. Ry. Cas., 322.

TWO CREEK GRAIN GROWERS' ASSOCIATION V. CANADIAN PACIFIC RY. CO.

Difference in density of traffic as between main and branch lines does not affect the application of a standard freight mileage tariff, therefore, all points, whether on a main or branch line, within the same mileage group, should be given the same toll and it is unjust discrimination to make a different toll against one point of the group.

Application to direct the respondent to give same freight tolls between Winnipeg and Elkhorn, on the one hand, and Winnipeg and Two Creeks, on the other, on the ground of unjust discrimination.

The facts are fully set out in the judgment of Mr. Commissioner McLean, July 28, 1915. 18 Can. Ry. Cas., 403.

VILLAGE OF MONT LAURIER V. CANADIAN PACIFIC RAILWAY CO.

The opening of a highway across the lands taken for right of way of a railway company is a new public right over it, and the cost of its construction and maintenance should be borne by the applicant municipality .

Application for three crossings over the right of way of the respondent.

The facts are fully set out in the judgment of Chief Commissioner Drayton, September 8, 1915. 18 Can. Ry. Cas., 387.

OSTRANDER V. CANADIAN PACIFIC, CANADIAN NORTHERN AND GRAND TRUNK PACIFIC RY. COS.

It is in the public interest that there should be no congestion of the railway facilities at elevator terminals. Accordingly, an application for switching cars of grain to private elevators at Fort William after the cars had been placed for unloading at other elevators was refused.

Under the provisions of sec. 8 of the Bulk Grain Bill of Lading, delivery may be made at any of the elevators at Port Arthur, Fort William, or West Fort, without waiting 48 hours after written notice of arrival has been sent or given.

The facts are fully set out in the judgment of Mr. Commissioner McLean, September 30, 1915. 19 Can. Ry. Cas., 251.

CANADIAN PACIFIC RY. CO. V. MONTREAL CORN EXCHANGE ASSOCIATION.

A stop-over privilege of 72 hours after arrival at Cartier is sufficient time for a trader to decide where to send his grain, and an extra toll should be paid for cars remaining on hand waiting for furtherance orders after the expiration of that period.

Application to make an extra toll for cars remaining on hand at Cartier waiting for furtherance orders, after the expiration of 72 hours stop-over privilege from time of arrival.

The facts are fully set out in the judgment of Chief Commissioner Drayton, November 4, 1915. 19 Can. Ry. Cas., 258.

TAYLOR AND CANADIAN FLOUR MILLS CO. V. CANADIAN PACIFIC AND PERE MARQUETTE RY. COS.

The toll for the milling in transit privilege does not include the toll for interswitching necessary to take the traffic from the line of one railway company to another. Anchor Elevator Warehousing and Northern Elevator Cos. v. Canadian Northern and Canadian Pacific Ry. Cos., 9 Can. Ry. Cas., 175, followed.

Complaint against the charge made by the respondent, Pere Marquette R.R. Co., for interswitching from the transfer track between the lines of the respondents to the complainants' mills in addition to the charge for milling in transit privilege made by the respondent Canadian Pacific Ry. Co.

The facts are fully set out in the judgment of Chief Commissioner Drayton, March 31, 1916. 19 Can. Ry. Cas., 264.

TOWNSHIP OF LOUGHBOROUGH V. CANADIAN NORTHERN RY. CO.

Where the total freight and passenger earnings on a section of railway are unremunerative, the Board will not order the former train service to be restored, but where, under a by-law of the municipality, in consideration of a bonus of $5,000, the railway company's predecessor in title undertook to run a train from Sydenham to Harrowsmith in the forenoon and one back in the afternoon every week day, and if the company should at any time hereafter "fail to . . . run said train, they can only do so upon repaying said bonus of $5,000 to said municipality," it was held that this obligation was not met by running a train leaving Sydenham at 1.59 a.m. and arriving at Harrowsmith at 2.09 a.m., and that the bonus must be repaid unless the morning service was restored.

Application directing the respondent to restore the former train service between Sydenham, Harrowsmith Junction and Kingston.

The facts are fully set out in the judgment of Chief Commissioner Drayton, September 30, 1915. 19 Can. Ry. Cas., 276.

QUEBEC CENTRAL RAILWAY CO. V. DOMINION LIME CO.

The Board has no power to authorize a refund from a toll properly quoted under a tariff duly filed. However, under sec. 338, a joint tariff cannot be cancelled without a new one being filed in substitution thereof, and a railway which charged a toll under a cancelled joint tariff, was authorized to make a refund of the difference between such toll and that chargeable under the substituted tariff.

Application as to whether a refund on an overcharge of freight tolls can be made in favour of the respondent on a car of lime shipped from Lime Ridge to Stanstead, P.Q.

The application was disposed of on material on file with the Board.

The facts are fully set out in the judgment of Mr. Commissioner McLean, October 2, 1915. 19 Can. Ry. Cas., 281.

TOWN OF ST. LAMBERT V. MONTREAL AND SOUTHERN COUNTIES RAILWAY CO.

Where a railway company laid "T" rails for an electric railway upon the street of a municipality under an agreement and confirmatory by-law containing the provisions "the said rails to be level with the existing roadbed and that gravel be placed and maintained in good order by the company between the rails and two feet on either side thereof," such company is not bound at the request of the municipality, at a later date, to construct a permanent foundation of any character and pave between the rails. The Board has jurisdiction under secs. 5 and 26A (8 and 9 Edw. VII, ch. 32) and may authorize the municipality, at its own expense, to change railway grade to conform to the altered grade of the highway, and if it desires to surface the railway right of way in the same way and with the same foundations as the adjacent highway, the railway company contributing such portion of the cost as represents its contractual liability to lay gravel between the tracks and two feet on either side thereof.

Application directing the respondent to level its rails, place them upon permanent foundations, pave between the tracks and on the sides thereof on certain streets in the applicant town and requiring that the work be done at the cost of the respondent.

The facts are fully set out in the judgment of Chief Commissioner Drayton, Oct. 19, 1915. 19 Can. Ry. Cas., 283.

SASKATCHEWAN BOARD OF HIGHWAY COMMISSIONERS V. CANADIAN NORTHERN RAILWAY CO.

When a railway is sought to be crossed by a highway the Board will give authority for the construction of the crossing, as long as it is unobjectionable and is constructed in accordance with the standard regulations of the Board, on terms that the cost, under the senior and junior rule, is not thrown on the respondent railway company. The local authorities will determine whether or not to construct the crossing.

Application of the Board of Highway Commissioners for the Province of Saskatchewan to authorize the crossing of a street over the station grounds of the respondent at its expense.

Application was disposed of on material on file with the Board.

The facts are fully set out in the judgment of Chief Commissioner Drayton, missioner Nantel, December 29, 1915. Can. Ry. Cas., 298.

COUNTY OF PONTIAC V. CANADIAN PACIFIC RAILWAY CO.

In the Province of Quebec, as distinguished from Ontario, there are no road allowances, highways being opened across railways (1) by resolution or by-law emanating from the municipal authority, (2) by the Lieutenant-Governor in Council under sec. 2052, R.S.Q., 1909, (3) by dedication and prescription. Where there is nothing in the application to show that the highway concerned was opened before the railway under any of the above heads, the crossing should be authorized at the municipality's expense.

Township of Caldwell v. Canadian Pacific Ry. Co., 9 Can. Ry. Cas., 497, distinguished.

Application to extend a municipal highway over the tracks of the respondent.

The facts are fully set out in the memorandum judgment of Deputy Chief Commissioner Nantel, December 29, 1915. 19 Can. Ry. Cas., 298.

IN *re* GENERAL INTERSWITCHING ORDER.

The General Interswitching Order is not a mandatory order requiring interswitching wherever possible, but merely a regulative order fixing tolls to be charged when interswitching service is performed.

Cartage equalization, and the substitution of cartage for interswitching, are not wholly prohibited by paragraph 11 of the General Interswitching Order (No. 4988, July 8, 1908, 7 Can. Ry. Cas., p. 332), but are permissible so long as the carrier complies with its obligations under sec. 315, to observe equality in its treatment of shippers, and also sets out the free service in a clear and definite tariff published in accordance with the Act.

Canadian Manufacturers' Association v. Canadian Freight Association. General Interswitching Order, 7 Can. Ry. Cas., 302, followed.

Application to authorize cartage equalization and the practice of substituting free cartage for interswitching.

The facts are fully set out in the judgment of Assistant Chief Commissioner Scott, Jan. 29, 1916. 19 Can. Ry. Cas., 376.

IN *re* JOINT TOLLS AND CONCURRENCE.

Under sec. 338 (1) no joint toll can be disregarded by the carriers until it has been superseded or disallowed by the Board. If the carriers desire to get relief from concurrence in joint tolls they must apply to the Board making out a case justifying the extension of such relief.

The application was disposed of on material on file with the Board.

The facts are fully set out in the judgment of Chief Commissioner Drayton, December 14, 1915. 19 Can. Ry. Cas., 379.

SPANISH RIVER PULP AND PAPER MILLS V. CANADIAN PACIFIC RAILWAY COMPANY.

Tariffs are not to be construed by intention. They are to be construed according to their language.

Where a tariff prescribing certain tolls is headed for "machinery," although the articles contained in the item are those used in connection with tanning, the same tolls are available for machinery of other types such as for a pulp mill.

Application directing the respondent to settle the claims for overcharge on machinery.

The facts are fully set out in the judgment of Mr. Commissioner McLean, December 31, 1915. 19 Can. Ry. Cas., 381.

MILK SHIPPERS V. GRAND TRUNK, CANADIAN PACIFIC AND NEW YORK CENTRAL AND HUDSON RIVER RY. COS.

As a general order for milk in carloads (C.L.) would be practically ordering a paper tariff and little or no milk would move under it, the Board will not fix a C.L. toll based upon a minimum number of cans of milk. The general order providing that shippers supply men to assist in unloading empty milk cans was affirmed.

Application for a reconsideration of the general order requiring shippers to supply a man to assist in unloading empty milk cans, and the question of the general transportation of milk.

The facts are fully set out in the judgment of Mr. Commissioner Goodeve, January 15, 1916. 19 Can. Ry. Cas., 383.

IN *re* CARTAGE TOLLS.

Under the Railway Act, cartage is not a railway service or facility, although by the interpretation clause, sec. 2 (30), "toll" includes charges for cartage, it is not included in any tariff of tolls approved by the Board for line haul. The question of who should pay cartage is a matter of contract between the consignor and consignee and the Board should not attempt to interfere between them.

Sowerby v. Great Northern Ry. Co., 60 L.J., Q.B. 467, 65 L.T., 546; Stewart v. Canadian Pacific Ry. Co., 11 Can. Ry. Cas., 197, followed.

Application directing the railway companies to cease collecting the cartage tolls from consignees.

The facts are fully set out in the judgment of Chief Commissioner Drayton, November 22, 1915. 19 Can. Ry. Cas., 389.

MATHIAS V. CANADIAN PACIFIC, CANADIAN NORTHERN AND GRAND TRUNK PACIFIC RY. COS.

Dried fruit is carried eastward from the Pacific Coast under tariffs giving a blanket toll of $1.10 from San Francisco to, e.g., St. Paul, Duluth, Buffalo and New York. The same toll is applied to junction points adjacent to the international

boundary, and there is the same toll to Winnipeg. The toll to Toronto is the same as to Buffalo, while Montreal has the same toll in competition with New York. The toll to Fort William is the toll to Duluth, plus the by water toll from Duluth to Fort William and wharfage charges at Fort William. Competition is thus more effective in favour of Toronto than Fort William. There being no movement of dried fruit via Winnipeg and Fort William to Toronto—the traffic moving through United States points only—therefore there is no violation of the long and short haul clause, sec. 315 (5), and the existing toll adjustment has not been shown to work detrimentally to Fort William.

Application for a toll of $1.10 on dried fruit from San Francisco, Cal., to Fort William, Ont., on the ground that the toll of $1.22½ was excessive, and that it is a violation of the long and short haul clause since Winnipeg and Toronto are points to which a traffic movement to Fort William would be intermediate.

The facts are fully set out in the judgment of Mr. Commissioner McLean, September 24, 1915. 19 Can. Ry. Cas., 410.

KELOWNA BOARD OF TRADE V. CANADIAN PACIFIC RY. CO.

Upon the evidence of cost of service the Board fixed $1.75 per car as the proper toll for handling carload freight traffic between car barge and land team tracks or private sidings at Kelowna, B.C.

Kelowna Board of Trade v. Canadian Pacific Ry. Co., 15 Can. Ry. Cas., 441, referred to.

Complaint against the toll of $2.50 per car made by the respondent for handling cars from the dock at Kelowna to and from the various warehouses.

The facts are fully set out in the judgment of Mr. Commissioner McLean, October 13, 1915. 19 Can. Ry. Cas., 415.

LONDON BOARD OF TRADE V. EXPRESS TRAFFIC ASSOCIATION.

A mere statement as to difference of tolls is not conclusive as showing the existence of unjust discrimination or undue preference; there must be evidence of the traffic moving and the effect thereon, and the discrimination must be one creating actual detriment to complainants to make it unjust.

Application complaining that there was unjust discrimination in favour of Toronto in express tolls from that city as compared with those charged from London, Ont.

The facts are fully set out in the judgment of Mr. Commissioner McLean, September 24, 1915. 19 Can. Ry. Cas., 420.

CONGREAVE V. CANADIAN PACIFIC RAILWAY COMPANY.

A carrier's obligation at a station to its passengers is to provide proper facilities for their arrival and departure, but it is not permitted to discriminate between passengers so using its facilities by secs. 284 and 317.

Twin City Transfer Co. v. Canadian Pacific Ry. Co., 15 Can. Ry. Cas., 323, 16 Can. Ry. Cas., 435; Cuneo Fruit and Importing Co. v. Grand Trunk Ry. Co., 18 Can. Ry. Cas., 414, followed.

Application directing the respondent to allot a suitable place at its station for the purpose of receiving guests for the applicant's hotel.

The facts are fully set out in the judgment of Mr. Commissioner McLean, October 8, 1915. 19 Can. Ry. Cas., 423.

BANFF LIVERY AND BUSMEN V. CANADIAN PACIFIC RY. CO.

A carrier may allot space in its stations to transfer companies on different terms for each without coming within the inhibitions as to discrimination contained in secs. 284, 317.

The obligations of a carrier are to provide proper facilities for the arrival and departure of passengers, subject to regulations for proper policing of its station premises within which the allotment of space falls.

Twin City Transfer Co. v. Canadian Pacific Ry. Co., 15 Can. Ry. Cas., 323, 16 Can. Ry. Cas., 435, followed.

Application to deal with the matter of station platform privileges at Banff.

The facts are fully set out in the judgment of Mr. Commissioner McLean, October 13, 1915. 19 Can. Ry. Cas., 425.

CITY OF WOODSTOCK V. GREAT NORTH-WESTERN TELEGRAPH CO.

The Board has no jurisdiction under the Railway Act to direct that telegraph wires be put under ground with a view to effecting an aesthetic betterment or street improvement.

Grand Trunk Pacific Ry. Co. v. Fort William Land Owners, Fort William Land Investment Co., et al (1912), A. C. 224, at p. 225, 13 Can. Ry. Cas., 187, followed.

Application to direct the respondent to put its lines of wires underground.

The facts are fully set out in the judgment of Mr. Commissioner McLean, January 14, 1915. 19 Can. Ry. Cas., 429.

VILLAGE OF FORWARD V. CANADIAN PACIFIC RY. CO.

Where a spur is built by a railway company, under an Order of the Board to handle C.L. traffic, the carrier has fulfilled its obligation when it places a car on the spur for discharging or receiving of traffic. The Board has no jurisdiction to direct the respondent to acquire land on such spur for the purpose of leasing it to the applicants for a coal shed site.

Application for an order directing the respondent to acquire a suitable site for a shed for the storage of coal.

The facts are fully set out in the judgment of Mr. Commissioner McLean, January 21, 1916. 19 Can. Ry. Cas., 434.

CITY OF LONDON V. LONDON STREET RY. CO.

The Board has jurisdiction, under secs. 8, 29, 32 and 227, to order a single track crossing (provided under an order of the Railway Committee of the Privy Council) of a Dominion railway by a Provincial street railway, to be changed to a double track crossing, in the public interest. The applicant which made the application for the double track crossing was ordered to furnish the necessary diamonds, and the street railway company to pay interest at 7 per cent upon the expense incurred by the applicant, the street railway company to lay the necessary tracks and connections.

Application directing the respondent to lay and maintain a double track across the tracks of the Grand Trunk Ry. Co., at Richmond street, in the city of London.

The facts are fully set out in the judgment of Chief Commissioner Drayton, April 7, 1916. 19 Can. Ry. Cas., 436.

IN *re* TELEGRAPH TOLLS.

In determining what are reasonable tolls for telegraph messages in Canada, the tolls charged for similar services in the United States may be taken into consideration, but these comparisons are merely informative, not conclusive.

Canadian Oil Cos. v. Grand Trunk, Canadian Pacific and Canadian Northern Ry. Cos., 12 Can. Ry. Cas., 355; Manitoba Dairymen's Association v. Dominion and Canadian Northern Express Cos., 14 Can. Ry. Cas., 142, followed.

The Great North-Western Telegraph Company is under statutory obligation (45 Vict., ch. 93, sec. 14) not to exceed a toll of twenty-five cents for ten words, and one cent for each additional word, on all messages between points in Ontario, Quebec, Nova Scotia and New Brunswick.

The continuance, under statutory obligation, of a twenty-five cent telegraph toll within Ontario, Quebec, Nova Scotia and New Brunswick, while higher tolls are charged in other zones, is no evidence of undue discrimination or undue preference; nor does the anomaly created by these uniform low tolls within a very large zone, justify the Board in establishing the same tolls, or equally large zones, elsewhere.

The ultimate test of discrimination is to be found, not in a difference of tolls, but in the question whether as a result of this difference injury is caused to an individual or a locality.

Michigan Sugar Co. v. Chatham, Wallaceburg and Lake Erie Ry. Co., 11 Can. Ry. Cas., 253; Wegenast v. Grand Trunk Ry. Co. (Brampton Commutation Rates Case), 8 Can. Ry. Cas., 42, affirmed; City of Toronto and Town of Brampton v. Grand Trunk and Canadian Pacific Ry. Cos. (Brampton Commutation Rates Case No. 2), 11 Can. Ry. Cas., 370, followed.

The element of distance is a much less important factor in fixing telegraph tolls than in fixing tolls for freight, though the cost of the pole line mileage and wire line mileage has some influence. In railway transportation, increase of distance means increase of haulage cost, whereas telegraph transmission is practically instantaneous, the increase of plant investment is localized and the cost factor does not vary (so far as actual transmission is concerned), with the movement of the particular message. Therefore freight tolls, generally speaking, may properly be made on a distance basis (the zone system being adopted only under special circumstances as a result of competition of markets or water competition); but it is more convenient and is in fact a matter of practical necessity to adopt a zone system in fixing telegraph tolls.

Western Ontario Municipalities v. Grand Trunk, Michigan Central and Pere Marquette Ry. Cos., 18 Can. Ry. Cas., 329, at pp. 332, 334, referred to.

Though distance is not so directly nor so largely a factor in the cost of telegraph service as of railway transportation, it is by no means entirely negligible; it should be considered in fixing zone areas and tolls should be based on distance to a greater extent than they have been in the past.

The division of a through toll as between companies is primarily an inter-company matter and does not directly concern the public, provided the total toll is reasonable.

The value of a telegraph service, as evidenced by the extent to which it receives public patronage, is not a safe criterion of the reasonableness of the tolls charged for it, though the public may be willing to pay these tolls rather than be deprived of it.

In a general enquiry into the tariff of tolls of telegraph companies the Board took into consideration, so far as available, the value of the plant employed, the cost of construction or reproduction and equipment of the several telegraph lines, the right of way and the facilities afforded them by railway companies, the proportion of railway business to commercial business over lines owned or operated by railway companies, the distances covered, the volume of business done in the past, the prospects for future business, the probability of increased competition, the cost of operation and the gross and net returns and promulgated an amended table of reasonable maximum tolls upon the zone system based on a transcontinental toll of $1.00.

British Columbia News Co. v. Express Traffic Association, 13 Can. Ry. Cas., 176, at p. 177, referred to.

Application for approval of tariffs of tolls within the territory west of Sudbury, and between points east and west of it, in both directions, and that the said tolls into and out of Winnipeg be not approved; however, thereafter it was decided that a recommendation should be made by the Board to the Minister of Justice so that government counsel to conduct a general investigation into telegraph tolls should be provided.

The application was heard at various places and times. Finally, however, after printed submissions had been filed with the Board, and after delay owing to the outbreak of the war, it was disposed of.

The facts are fully set out in the judgment of Mr. Commissioner McLean, March 29, 1916. 20 Can. Ry. Cas., 1.

CANADIAN NORTHERN RY. CO. V. GRAND TRUNK RY. CO.

Notwithstanding continued failure of a railway company, as lessee, to meet its obligations to another railway company, as lessor, for existing privileges in connection with the joint use of station premises, the lessor may be required to extend further privileges to the lessee in such premises, if it be shown that such further privileges are necessary to enable the lessee to afford proper convenience and facilities to the public.

Application directing the respondent to allow the applicant the privilege of having its tickets on sale at the ticket office operated by the respondent, and the Canadian Pacific Railway Co. jointly, in the train shed of the Union Station, Toronto.

The facts are fully set out in the judgment of Chief Commissioner Drayton, November 18, 1915. 20 Can. Ry. Cas., 67.

OAKDALE GRAIN GROWERS' ASSOCIATION V. GRAND TRUNK PACIFIC RY. CO.

Where the earnings at a station, apart from grain, form a considerable percentage of the total earnings, amounting to at least $15,000, a permanent agent should be appointed. The expression "principally" in section 5 of the General Order No. 54, dated January 6, 1910, is not to be construed as meaning that in cases where the grain movement is the principal business, or even constitutes more than 50 per cent of the whole earnings, section 4 is not to apply.

Application to have a permanent agent appointed at Coleville station, instead of a temporary one as at present, from September 15 to December 31 in each year.

The facts are fully set out in the judgment of Chief Commissioner Drayton, December 24, 1915. 20 Can. Ry. Cas., 70.

CITY OF VANCOUVER V. VANCOUVER, VICTORIA AND EASTERN RY. AND NAVIGATION CO.

The question of a location of a station, under sec. 258, is entirely a matter for the Board's discretion, which can be exercised irrespective of apparent conflict of agreements and ratifying acts.

City of Ottawa v. Canada Atlantic and Ottawa Electric Ry. Cos. (Bank Street Subway case), 33 S.C.R. 376, 5 Can. Ry. Cas., 126, referred to.

Application, under sec. 26A, directing the respondent to commence the construction of its freight and passenger terminal, as agreed between the parties.

The facts are fully set out in the judgment of Chief Commissioner Drayton, March 31, 1916. 20 Can. Ry. Cas., 72.

CITY OF LACHINE V. GRAND TRUNK RAILWAY COMPANY.

By an Order of the Board, the Grand Trunk Railway Company was ordered to construct an overhead bridge at the crossing of the Upper Lachine road by its railway at Rockfield, Que., the cost of construction and maintenance being divided amongst the various parties interested, including the city of Lachine.

After the bridge was constructed the city applied to the Board to compel the railway company to erect the necessary poles and wires and to light the bridge by electricity as a part of the work directed to be done under the Order.

Electric lighting of a highway bridge falls within the purview of the municipality, and the parties (other than the municipality) contributing to the cost of maintenance, should contribute only an amount representing the cost of the additional light required beyond that necessary for its highway, if the bridge had not been constructed..

Complaint regarding the lighting on Rockfield Bridge, Lachine, and application by respondent that bridge should be lighted and attended to by the applicant.

The question was discussed by correspondence and disposed of by the judgment of Mr. Commissioner McLean, November 18, 1915. 20 Can. Ry. Cas. 82.

CANADIAN NORTHERN RY. CO. V. GRAND TRUNK RY. CO.

(North Bay Case).

The general principle followed by the Board in dealing with applications for interchange of traffic is that the initial carrier is entitled to the long haul on its lines subject to the limitation that the resultant route is reasonable and practical, and involves no back haul on increased cost to the public. North Bay is a point at which the respondent should interchange traffic with the applicant.

Canadian Northern Ry. Co. v. Grand Trunk and Canadian Pacific Ry. Cos. (Muskoka Rates Case, Nos. 1 and 2), 7 Can. Ry. Cas., 289, 10 Can. Ry. Cas., 139, followed. Great Northern Ry. Co. v. Canadian Northern Ry. Co., 11 Can. Ry. Cas., 424, referred to.

Application under secs. 317 and 334 directing the respondent to interchange freight traffic with the applicant on an equality with the Canadian Pacific Ry. Co. at North Bay.

The facts are fully set out in the judgment of Chief Commissioner Drayton, March 9, 1916. 20 Can. Ry. Cas., 84.

APPEALS FROM DECISIONS OF THE BOARD.

For the year ending March 31st, 1916, there were three appeals made to the Governor in Council from the decisions of the Board. One of these appeals, that of the Canadian Northern Ontario Railway Company from the Board's Order of November 3, 1915, directing that the Company pay to the Township of Medora, Ontario, the sum of $5,000, has been dismissed. The other two appeals are still pending. With regard to appeals to the Supreme Court of Canada during the same period, there was one appeal, being an appeal of the Independent Telephone Company from the Board's General Order No. 149, setting out the terms on which Independent Telephone Companies should have connection of their systems with that of the Bell Telephone Company. This appeal is still pending.

A list of the appeals from the Board's decisions to the Supreme Court of Canada since its inception will be found under Appendix "K" to this report..

ORDERS, GENERAL ORDERS AND CIRCULARS.

The total number of Orders issued for the year ending March 31, 1916, was 1,426. The number of general circulars issued by the Board, directed to all railway companies subject to its jurisdiction, for the year was eight. The general orders as distinguished from other orders issued by the Board are those affecting all railway

companies subject to the Board's jurisdiction. It will be noted that the number of general orders issued by the Board for the year ending March 31, 1916, was 25, as compared with 17 for the previous year.

A list of the general orders and circulars for the year ending March 31, 1916, will be found compiled under Appendix "L" to this report.

JUDGMENTS OF THE BOARD.

The principal judgments of the Board delivered between the 1st of April, 1915, and the 31st of March, 1916, will be found under Appendix "C."

APPLICATIONS TO THE BOARD.

The total number of applications, including informal complaints made to the Board, for the year ending March 31, 1916, was 2,803. Under Appendix "J" will be found a table classifying the applications and complaints made to the Board under the various sections of the Railway Act. A detailed statement of these complaints, disposed of without a formal hearing, will be found under Appendix "A" to this report.

TRAFFIC DEPARTMENT OF THE BOARD.

In the Traffic Department of the Board the number of tariffs received and filed for the year ending March 31, 1916, were as follows:—

Freight tariffs including supplements	52,671
Passenger tariffs including supplements	15,041
Express tariffs including supplements	1,148
Telephone tariffs including supplements	2,861
Sleeping and parlour car tariffs including supplements	143
Telegraph tariffs and supplements	16

This makes a total of 71,880 for the year, as compared with a previous total for the year ending March 31, 1915, of 92,017. The total number of tariffs filed from February 1, 1904, to March 31, 1916, was 658,972.

The details in regard to the tariffs will be found in Appendix "D" to this report.

ENGINEERING DEPARTMENT OF THE BOARD.

In the Engineering Department of the Board a large number of inspections were made covering the whole Dominion. These inspections for the year ending March 31, 1916, number 376 and cover inspections for the opening of a railway for the carriage of traffic, pursuant to the requirements of Section 261 of the Railway Act, inspections of culverts, highway crossings, cattle guards, road crossings, bridges, subways and general inspections falling within the scope of the work of the Engineering Department of the Board.

For details of the various inspections made see Appendix. "E."

OPERATING DEPARTMENT OF THE BOARD.

Under the work of this department is included the inspection of locomotive boilers and their appurtenances, the inspection of safety appliances on cars and locomotives, the investigations into accidents causing personal injury or loss of life, the reporting on the locations of stations, matters of protection at highway crossings, and train and station service performed by the railway ocmpanies.

Under Appendix "F" will be found a full and detailed report of the Chief Operating Officer of the department.

It will be noted that the comparative statement of killed and injured shows a marked decrease in the number of accidents among the passengers carried, railway employees and trespassers, as compared with the previous year 1914-15; but that on the other hand there is a marked increase in the number of killed and injured from other causes, such as automobiles crossing railway tracks, which brings the total killed from all causes for the year 1915-16 up to 337, which is by a coincidence exactly the number killed for the year 1914-15. On the other hand the total number of injured shows a marked decrease from the year 1914-15, so that taking the total of casualties of every description there is still a marked decrease for the year.

Attention is again directed to the comparative statements of the Chief Operating Officer setting out in detail the situation as regards highway crossing accidents during the past five years, and it will be observed therefrom that there has been a total of 524 accidents covering 242 persons killed and 470 persons injured. There have been 129 accidents at protected crossings covering 59 persons killed and 95 persons injured; and at unprotected crossings there have been 195 accidents covering 183 killed and 322 injured.

In the year 1915-16 there were 6 persons killed and 4 persons injured in automobile accidents where a highway crosses the railway. The most serious accident was one in which 4 persons were killed and one seriously injured at a highway crossing protected by an automatic bell.

There are a good many instances where the public disregard is evidenced in respect of protective appliances by persons crawling under gates or walking around them, or endeavouring to cross the tracks in disregard of the alarm given by automatic signal bells.

In some cases accidents have occurred with fatal results on the highway crossings intersected by a double track line of railway where the crossing has been protected, through the party or parties being stopped by a train, say going east, and when that train had passed leaving the crossing clear, proceeding over the crossing only to be struck by a train travelling in the opposite direction. At such double track crossings, therefore, greater care should be exercised by all persons in approaching the crossings to ascertain that the track is clear in both directions.

The following is a table giving comparisons betweeen the total number of passengers carried by the railway companies, the number of passengers killed and injured, and the same information as to employees, and as to trespassers, showing the number of trespassers killed and the relative percentage thereof to the total number of persons killed for the year. The figures giving the total number of passengers and employees carried are for the year ending June 30, 1915, the last figures available, and are taken from the railway statistics of the Dominion of Canada, published by the Department of Railways and Canals:—

Passengers—	
Number of passengers carried on railways	41,551,031
Number of passengers killed	17
Number of passengers injured	140
Employees—	
Number of employees with railways	124,142
Number of employees killed	120
Number of employees injured	788
Trespassers—	
Number of trespassers killed	143
42 per cent of trespassers killed to total of 337.	

It will be noted that of what may be termed preventable loss, 143 killed under the heading of trespassers is a very large percentage of the total killed, and as already stated in previous report, the Board has through the attorneys general of the various

provinces, taken up the question of prosecuting trespassers on railway property with a view to limiting the large number of fatalities which occur in this way; and, while the total number of trespassers killed for the year ending March 31, 1916, shows a very considerable reduction from that of the previous year, it is still a large percentage of the total number killed.

The following table shows the totals by provinces as regards trespassers killed and injured for the year ending March 31, 1916:—

Provinces.	Killed.	Injured.
Ontario	77	[illegible]
Quebec	34	23
Manitoba	5	3
Saskatchewan	2	1
Alberta	9	4
British Columbia	[illegible]	[illegible]
Nova Scotia	3	1
New Brunswick	1	—
Yukon	[illegible]	—

FIRE INSPECTION DEPARTMENT OF THE BOARD.

The Fire Inspection Department during the year has continued the plan of co-operation inaugurated in previous years with the Dominion and provincial fire protective organizations. Seventy-three officials of such organizations have been appointed officers of the Board's Fire Inspection Department, without any additional cost for salaries or expenses to the Board.

The Chief Fire Inspector continued the patrol plans adopted in previous years, requiring the establishment and maintenance of special fire patrols along 7,556 miles of railway line in forest sections. All railway companies were required to issue special instructions to their employees regarding fire protection, and as a result material progress has been made in the education of railway employees regarding the care and danger of fire.

The progress made in right of way clearing under Section 297 of the Railway Act has been reasonably satisfactory, though in some cases much-needed work has had to be deferred, due to financial conditions resulting from the war.

The fire guard requirements for 1915 were nearly identical with those prescribed for 1914, practically the only change being the establishment of a new classification, under the heading "Cultivated Hay Lands." The fire guard requirements apply to 13,443·76 track miles of railway lines in the three prairie provinces, equal to 26,887·52 fire guard miles. Reports indicate that 12,819·5 miles of fire guards were constructed or maintained, while 7,276·52 miles were exempt from construction; on 6,791·50 miles, fire guards were not established on account of miscellaneous reasons. During the year, 24 specific complaints in connection with fire guards were received and investigated.

Fire protective appliances on 850 locomotives were inspected by officers of the Fire Inspection Department during the year, these reports being referred to the Board's Operating Department.

During the past year, the Grand Trunk Pacific Railway inaugurated the exclusive use of oil as locomotive fuel on 718 miles of line between Jasper, Alberta, and Prince Rupert, B.C., bringing the total of oil-burning mileage in Caanda to 1,444 miles. The use of oil as locomotive fuel is purely voluntary on the part of the railways in Canada.

Railway companies operating in forest sections were required to report all fires originating within 300 feet of the track. During the fire season of 1915, 686 such fires were reported. Of these 43·4 per cent are charged to railway agencies, 27·8 per cent to known causes other than railways, and 28·8 per cent to unknown causes. The total area burned over amounted to 37,263 acres, 33·1 per cent being charged

against railways, 20·9 per cent to known causes other than railways, and 46 per cent to unknown causes. Total damage done is estimated at $74,256, railways being charged with 11·2 per cent, known causes other than railways 24·2 per cent, and unknown causes 64·6 per cent. We thus have the railways under the Board's jurisdiction definitely charged with less than half of the total number of fires, these burning over less than one-third the total area burned, and doing only one-tenth of the total damage, or less than $8,400. In addition, some of the fires of unknown origin were no doubt caused by railway agencies. The figures quoted indicate, however, that the railways have been remarkably efficient in extinguishing their own fires, as well as those due to outside causes. In comparison with the total number of fires definitely attributed to locomotives in 1914, the figures for 1915 indicate a 27·1 per cent decrease. The weather conditions, taken in connection with the perfecting of railway fire protective organizations, materially reduced the number of fires, area burned over, and amount of damage done.

A full report, together with summary of fire reports, percentage tables by causes, and summary of fire guard construction and maintenance, will be found under Appendix "H."

ROUTINE WORK OF THE BOARD.

RECORD DEPARTMENT.

Since the publication of the last annual report there has been no change in connection with the clerical staff of this department other than the placing of the department under the charge of Mr. W. A. Jamieson, Chief Clerk.

Below is given a table setting forth the number of applications, filings and letters received during the year ending March 31, 1916, together with the number of orders issued.

Number of applications made	2,803
" filings received during the year	41,942
" outgoing letters during the year	31,691
" orders issued during the year	1,426

Under appendix "A" will be found the list of informal complaints made during the year.

SECRETARY'S DEPARTMENT.

Since the publication of the last annual report no changes have occurred in connection with the secretary's department other than the transfer of Mrs. L. Murphy to the office of the Deputy Chief Commissioner as stenographer.

HONOR ROLL.

The following members of the Board's staff have volunteered and are on Active Service in connection with the Canadian Overseas Expeditionary Force:—

E. E. Nelson, private, 11th Battalion.
W. Downes, corporal, 25th Battalion, 7th Brigade, C.F.A.
T. E. Dunsmore, private, 38th Battalion.
E. W. Wadsworth, sergeant, 207th Battalion.
R. Harvey, private, 207th Battalion.

The vacancies in the Board's staff created by the enlistment of members above referred to, have not been filled and the Board expresses the hope that they will come through the conflict unscathed and be able to resume their duties after the conclusion of the war in which they have voluntarily offered their services.

APPENDIX "A."

LIST OF COMPLAINTS FILED WITH THE BOARD OF RAILWAY COMMISSIONERS FOR THE YEAR ENDING MARCH 31, 1916.

5596. Station accommodation for passengers and freight at Griffin's Corners, Ont., on the Port Burwell branch of the Canadian Pacific Railway.

5597. Reduction of train service on the Young to Hoey branch of the Grand Trunk Pacific Railway in the province of Saskatchewan.

5598. Proposed Supplement No. 1 to the Canadian Pacific Railway Company's tariff W. 3166 and the cancellation of tariff W. 3166.

5599. Inability of complainant to obtain redress for a shipment of corn miscarried when sent from Wheatley, Ont., on the Pere Marquette Railroad.

5600. The Canadian Pacific Railway Company not providing a tile of sufficient size to carry off water on the west half of Lot 5, Concession 2, Township of Raleigh, Ont.

5601. The Grand Trunk Pacific Railway Company dismissing a station employee on account of his inability to pass an eye test.

5602. Refusal of the Canadian Northern Express Company to deliver a shipment of eggs until consignee signs a clear receipt releasing the company in case of breakage.

5603. Dangerous crossing on the line of the Canadian Pacific Railway Company at Mono Road, Ont., in the Township of Albion.

5604. Discrimination shown by railway companies in the matter of freight rates on oil stoves, heaters, etc., from Sarnia, Ont., to various Canadian points.

5605. Refusal of the Canadian Pacific Railway Company to abide by request of complainant and have all freight addressed to him at Haskett, Man., delivered to the one drayman for cartage to his home instead of to several teams thus causing an extra expense.

5606. Refusal of the Canadian Northern Railway Company to settle a claim for damage to property near Gainford, Alta., on account of gravel pits being dug and timbers removed for line construction.

5607. Proposed increase in minimum weight on brick in carload lots over lines in Western Canada.

5608. The Grand Trunk Pacific Railway Company losing a trunk shipped from Regina, Sask., to Chauvin, Alta.

5609. Alleged discrimination in the matter of freight rates on barrels and kegs in carload lots from Cargill, Ont., to Milton, Ont., as compared with the rates from Cargill to Toronto or Hamilton, Ont.

5610. Unsatisfactory cattle guards on the line of the Halifax and Southwestern Railway Company between Barrington and Clyde, N.S.

5611. Refusal of the Canadian Express Company to entertain a claim on account of a shipment of fruit from Grimsby, Ont., being delivered at Ottawa, Ont., one day late, and in consequence was refused by consignee.

5612. The Canadian Northern Railway Company constructing fireguards through private property at Alix, Alta.

5613. Proposed advance in freight rates on sole leather from Huntsville and Bracebridge, Ont., to Toronto, Ont., and Montreal, Que.

5614. The Canadian Pacific Railway Company's charges for the transportation of a pure-bred Clydesdale horse from Bradwardine, Man., to Expanse, Sask.

5615. Dangerous crossing one and a half miles north of Flesherton Station, Ont., on the line of the Canadian Pacific Railway Company.

5616. Freight rate on a shipment of horses from Leonard, Ont., to Kindersley, Sask., over the lines of the Canadian Pacific and Canadian Northern Railway Companies.

5617. Refusal of the Halifax and Southwestern Railway Company to entertain a claim for a refund of a freight overcharge on a shipment of crossarms from Halifax to Bridgewater, N.S.

5618. Unsatisfactory train service and lack of station agent at Cordova, Man., on the line of the Canadian Northern Railway Company.

5619. The Canadian Pacific Railway Company's freight charges on a shipment of settler's effects handled from Yellowgrass to Estevan, Sask.

5620. Lack of railway facilities in the vicinity of Diebolt, Sask.

5621. Refusal of the Canadian Northern Railway Company to entertain claim for horse killed near Hanna, Alta., on account of lack of cattleguards along their right of way.

5622. The Canadian Northern Railway Company's Jackfish branch not being fenced, thus causing losses through live stock being killed on the right of way near Edam, Sask.

5623. The Canadian Northern Railway Company constructing their Macrorie to Elrose Branch too close to buildings at Surbiton, Sask. causing damage to property through fire from engines.

5624. Treatment received by complaint in connection with claim for damages from the Canadian Northern Railway Company for account of their constructing the railway through private property at Estevan, Sask. cutting the property at an unsatisfactory angle.

5625. Refusal of the Canadian Pacific Railway Company to construct culverts desired in the Municipality of De Salaberry, Man.

5626. The Grand Trunk Pacific Railway Company not giving complainant any satisfaction in the matter of a trunk which they lost in transit from Waterous, Sask. to Prince George, B.C.

5627. Bridge toll charged by the Canadian Pacific Railway Company on shipments handled over the International bridge over the St. Mary's river, Ont.. as compared with rate charged companies on the Algoma Central railway.

5628. Refusal of the Bell Telephone Company to grant complainant rural telephone service near Bowmanville, Ont.

5629. The Grand Trunk Pacific Railway Company refusing to settle a claim for loss of crop through cattle coming from their unfenced right of way onto complainant's property on Lots 333 and 339 R. V. Coast District, joining the Townsite of Houston, B.C.

5630. Proposed increase in freight rates on wire netting and fencing.

5631. The Canadian Pacific Railway Company charging freight rate on a 40,000 pound car when the actual weight of a shipment of shingles and lath was 34,500 pounds en route from Vancouver, B.C., to Parkside, Sask.

5632. The Kettle Valley Railway Company constructing a fill for about 130 feet on private property at lot 78 on the Beach, Penticton, B.C.

5633. Freight rates charged on a car of settler's effects shipped from Willows, Sask. to Turtleford, Sask. over the Canadian Northern railway.

5634. Freight rates on bog ore or natural oxide from Three Rivers, Que. to Toronto. on the Canadian Pacific Railway.

5635. Proposed increase in freight rates on lard compound and cottolene between Montreal, Que., and Toronto, Ont.

5636. Difficulty at Winnipeg, Man., complainant had in connection with receiving written quotations on various rates for merchandise and then having to pay higher rates when the cars of goods arrive.

5637. Rate charge by the Bell Telephone Company for connection and access to the switchboard at Beaverton, Ont.

5638. The Dominion Express Company refusing to give complainant satisfaction in the matter of a claim for a duck lost in transit from Elma Centre, U.S.A., to Granville Ferry, N.S.

5639. Lack of proper fencing on the Kingston and Pembroke Railway at Lots 11 and 12, concession 11, Township of Lavant, Ont. and the damaged condition of a culvert at that point.

5640. Damage to property on account of poor drainage system on the right of way of the Glengarry and Stormont Railway Company at St. Telesphore, Comte of Soulanges, Que.

5641. Discrimination alleged to be shown against Ottawa, Ont., in the matter of freight rates on paints and oils.

5642. Damage to property near Fairfield Station, Ont. on account of improper drainage on the line of the Grand Trunk Railway Company.

5643. Lack of train service given by the Canadian Northern Railway Company to points on the Lakes, north of Parry Sound, Ont.

5644. Lack of station agent at Burns Lake Station, B.C., on the Grand Trunk Pacific Railway.

5645. Condition of approaches on the Canadian Pacific Railway Company's main line crossing between sections 33 and 34, Township 16, range 6, West of the Second Meridian, in the Rural Municipality of Elcapo, Sask.

5646. Freight rate on talc from Eldorado, Ont. to Windsor, Ont. as compared with rate from Eldorado, Ont., to Detroit, Mich., U.S.A.

5647. Freight rates increase on petroleum, crude and refined, and petroleum products.

5648. Freight rate quoted by the Canadian Pacific Railway Company from a quarry to Shawinigan Falls station, Que. a distance of one and one-half miles.

5649. Inability of complainant to get a settlement of amount due him for land taken by the Canadian Northern Railway Company for right of way purposes in the southwest quarter of Section 23, Township 28, Range 6, West of the Fourth Meridian.

5650. The Grand Trunk Railway Company refusing to construct an overhead bridge at one of the streets in Georgetown, Ont. and leaving a high embankment along their right of way without a fence or any means of protection.

5651. Freight rate charged by the Canadian Pacific Railway Company on a shipment of hogs from Calgary, Alta., to Moose Jaw, Sask.

5652. Refusal of the Meath Telephone Association to compensate complainant for telephone line constructed on side road between lots 15 and 16, Concession 1, west of Muskrat Lake, Township of Westmeath, Ont.

5653. Unsatisfactory crossing over the Canadian Northern Railway between lots 15 and 16, Township of Neebing, Ont.

5654. Freight rates charged on a shipment of household effects from Kingsville, Ont., to Bridgeburg, Ont., over the lines of the Windsor, Essex and Lake Shore Railway Company and the Grand Trunk Railway Company.

5655. Lack of proper drainage on the Canadian Pacific Railway near a fill at Junction station grounds, Tichborne, Ont.

5656. Agents on the Central Ontario Railway demanding prepayment of charges on all stock shipped to any point on the Grand Trunk Railway.

5657. Lack of fencing along the right of way of the Canadian Northern Railway Company in the northwest quarter of Section 21, Township 55, Range 7, West of the Third Meridian.

5658. The Canadian Pacific Railway Company's Supplement No. 1 to Special Commodity Tariff C.R.C. W. 2026 advancing the minimum weight on cordwood and slabs from 30,000 pounds to 35,000 pounds per car.

5659. Improper drainage and lack of culverts on the line of the Transcontinental Railway at Portneuf, Que.

5660. The Canadian Northern Railway Company not destroying gophers along their right of way in the Rural Municipality of Bengough, Sask.

5661. The Canadian Pacific Railway Company having four tracks across Two Mile Road at entrance to gravel pit, Birds Hill, Man.

5662. The Canadian Pacific Railway Company not having any road entrance to Birds Hill Station, Man.

5663. Cattleguards in the vicinity of Ernfold, Sask., on the line of the Canadian Pacific Railway not being effective in keeping cattle off the tracks.

5664. Lack of proper fencing and care of fencing along the Canadian Pacific Railway in the vicinity of mileage 70, west of Moose Jaw, Sask.

5665. The Grand Trunk Railway Company employing a man whose eyesight is defective and who is also deaf in charge of crossing gates at "La Pignaire," St. Lambert, Que.

5666. Insufficient depth of ditches along the right of way of the Canadian Northern Railway at Portneuf, P.Q.

5667. The Canadian Pacific Railway Company blocking a highway at Webb, Sask, with a snow fence for a period of two or three months.

5668. Alleged excessive rates charged by the Bell Telephone Company for residential service at Beauport, Que.

5669. Lack of fencing on Midland Railway near Elm Creek, Man.

5670. Reduction of train service on the Young to Hoey, Sask., branch of the Grand Trunk Pacific Railway.

5671. Advance in freight rates on talc from Madoc, Ont., to Montreal, Que., for export.

5672. The Grand Trunk Railway Company permitting the erection of two large oil tanks opposite property of complainant at Penetang, Ont.

5673. Proposed changes in timetables covering the operation of trains on the Michigan Central Railway which will seriously affect the mail service.

5674. The Montreal and Southern Counties Railway Company not giving car service to the ferry in the town of Longueuil, Que., as called for in contract with the town.

5675. Refusal of the Grand Trunk Railway Company to assume liability and settle claim for goods pilfered at Toronto, Ont.

5676. The Canadian Pacific Railway Company refusing to allow complainant to construct a drain which is part of a drainage scheme on their right of way at Glencoe, Ont.

5677. Alleged excessive freight rates on the Edmonton, Dunvegan and British Columbia Railway.

5678. The Canadian Pacific Railway Company not properly fencing its line of railway at Lot 5, Concession 2, Township of Hinchinbrooke, Ont.

5679. Freight rates on talc from Madoc, Ont., to Montreal, Que., for export.

5680. Freight classification of canned lobsters and canned blueberries.

5681. Difficulty complainant has with the Canadian Pacific Railway Company in connection with the interswitching of cars from the Canadian Northern Ontario Railway at Parry Sound, Ont., for delivery to the Canadian Pacific Railway at that point.

5682. Advance in freight rates on sugar in carloads from St. John, N.B., to St. Stephen, N.B., on the line of the Canadian Pacific Railway.

5683. Lack of a highway crossing required by complainant at St. Canut, Que., on the Canadian Northern Railway.

5684. The Canadian Pacific Railway Company refusing to compensate complainant for damage to property at Calgary, the railway company claiming that agreement of sale for the land covers all damage and depreciation.

5685. The Grand Trunk Pacific Railway blocking crossings at Ribstone, Alta.

5686. Cartage charges in Toronto, Ont.

5687. The Canadian Pacific Railway Company charging more for second-class passenger fares from St. Gabriel to Joliette, Que., than the two fares covering passage from St. Gabriel, Que., to St. Felix and St. Felix to Joliette, Que.

5688. The Canadian Pacific Railway refusing to pay for horse, injured on their right of way at Pickering, Ont., although damage resulted from faulty construction work on the line which caused complainant's fence to fall down.

5689. Dangerous conditions existing at crossings of the Comox Road by the Esquimalt and Nanaimo Railway, Vancouver Island, B.C.

5690. Refusal of the Canadian Northern Railway Company to settle claim for rope lost in transit from Listowel, Ont., to Maynooth, Ont.

5691. Interswitching charges on cars of grain screenings at Fort William, Ont., from the Grand TrunkPacific Railway Company's elevator to complainant's place on the Canadian Pacific Railway.

5692. Proposed removal of present station agent from St. Lazare station, Que., by the Canadian Pacific Railway Company.

5693. Condition of fences along the right of way of the Grand Trunk Railway in the vicinity of James Bay Junction, Ont.

5694. Condition of fences on the Grand Trunk Railway at Lot 141, Concession C, Township of Foley, Ont.

5695. Fences along the Grand Trunk Railway at Lot 139, Concession A, Township of Foley, Ont.

5696. The Canadian Pacific Railway Company forcing complainants to use box cars for the transportation of soft coal from Quebec City to Pont Rouge, Que.

5697. Shunting noises made on the Toronto, Hamilton and Buffalo Railway between Wentworth Avenue and Sandford Avenue, Hamilton, Ont.

5698. Construction rates charged on oils and greases from McRorie to Dunblane, Sask., on the line of the Canadian Northern Railway owing to the fact that there has been no tariffs issued covering this portion of the line as yet.

5699. Unsatisfactory train service on the Montreal-Mont Laurier line of the Canadian Pacific Railway.

5700. Unsatisfactory gates at farm crossing on the Southeast quarter of section 32, township 16, range 16, west of the second meridian, on the Brandon-Regina branch of the Canadian Northern Railway.

5701. Proposed closing of Perth Road Station, Ont., by the Canadian Northern Railway Company.

5702. Refusal of the Intercolonial Railway Company to make a refund of the ferry charge in connection with a shipment of lime from St. Marc des Carrieres to Ste. Malachie, Que.

5703. Alleged overcharge on luggage from Meacham, Sask. to Cobalt, Ont. by the Grand Trunk Pacific Railway Company.

5704. Canadian Pacific Railway Company's trains making connections at Ste. Therese, Que., not allowing sufficient time for passengers and baggage to be transferred.

5705. Proposed supplement No. 1 to C.N.R. Tariff W. 1560, which increases rate on forest products from the International Falls to Canadian destinations.

5706. Excessive express rates charged on cream shipments on the Dominion Express Company's lines as compared with rates charged by the Great Northern Express Company in British Columbia.

5707. Change in train service on the Waltham Branch of the Canadian Pacific Railway.

5708. Broken down condition of fencing and cattle guards on the Canadian Northern Railway near Sandy Lake, Man.

5709. Excessive rates charged for Bell Telephone service at Westboro, Ont., as compared with rates charged in Hull, Que.

5710. The Canadian Northern Railway Company tearing down freight shed at Starkville Station and proposed closing of station at that point.

5711. Form of bill of lading issued by the Adams Express Company, London, England, which does not show the rate or amount of charges on shipments.

5712. Fencing on the right of way of the Grand Trunk Railway Company in lots 69 and 70, concession 2, township of Flos, Ont.

5713. Railway Companies refusing milling-in-transit privileges to grain stopped off at Saskatoon, Sask. for the purposes of obtaining elevator weight at the Saskatoon Government Elevator and then reforwarded.

5714. Reduction in the number of sectionmen employed on the Regina-Northgate Branch of the Grand Trunk Pacific Railway between Riceton and Talmage, Sask.

5715. Farm crossing on the Canadian Northern Railway near Grenville, Que., which prohibit complainant from reaching the back portion of his farm to cultivate it.

5716. Dangerous conditions existing at Canadian Pacific Railway crossing highway in Britannia Village, Ont.

5717. Present rates charged for the carriage of oils and greases on the McRorie Branch of the Canadian Northern Railway.

5718. The Grand Trunk Pacific Railway Company forwarding a stove from Anola, Man. to Islay, Alta., by express when it should have gone by freight and insisting that complainant pay the difference in the charges.

5719. Refusal of the Canadian Northern Railway Company to fence its right of way through the northeast quarter of section 15, township 53, range 7, west of the third meridian, on its Shellbrook-Big River Branch.

5720. Lack of fencing on the Grand Trunk Pacific Railway near Hinton, Alta., and refusal of the railway company to pay for a horse killed on their right of way at that point.

5721. The Western Canada Power Company dismissing an employee from position as locomotive engineer and appointing an inexperienced man to replace him.

5722. Removal of station agent from lower East Pubnico, N.S., on the Halifax and South Western Railway.

5723. Refusal of the Kingston and Pembroke Railway Company to build fences along the right of way of their branch line from Godfrey to the Glendower Mines, Ont.

5724. Complaint against mail service between Edmonton and St. Albert, Alta., on the Canadian Northern Railway.

5725. The Michigan Central Railway Company running passenger trains in Canada without sufficient brakemen.

5726. Canadian Northern Quebec Railway Company dispensing with services of roadmaster because of his inability to pass the eye test.

5727. Refusal of the Canadian Pacific Railway Company to settle claim for shrinkage in weight on a shipment of hogs delayed in unloading at Calgary, Alta.

5728. Delay in transit to a shipment of live stock from Macleod to Calgary, Alta., via Canadian Pacific Railway.

5729. Freight rates charged by the Grand Trunk Railway Company on shipments of manure and the railway company supplying cars which will not hold the minimum weights called for.

5730. Proposed new Canadian Pacific Tariff which eliminates Nanaimo, B.C., as a terminal freight rate point.

5731. Delay of the Canadian Northern Railway Company in constructing stock yards in the Village of Ruddell, Sask.

5732. Alleged excessive freight charges on a shipment of construction material from Edmonton to Amisk, Alta., over the Canadian Pacific Railway.

5733. Proposed discontinuance of train from Paris to Toronto, Ont., or of starting the train from Brantford, Ont. instead of Paris as formerly on the line of the Grand Trunk Railway Company.

5734. Unsatisfactory freight service on the Laurentian Division of the Canadian Pacific Railway.

5735. Tariff published by the Canadian Northern Railway Company which raises the minimum carload weight on poles from 30,000 to 35,000 pounds.

5736. Demurrage charges assessed on a shipment of cordwood and pickets from Duck Lake, Sask. to Annerly, Sask. on the Canadian Northern Railway.

5737. Treatment received from the Bell Telephone Company in connection with telephone service to a summer cottage on the Island, Toronto, Ont.

5738. Inability of complainant to get a refund for unused portion of railway ticket from Three Hills to Calgary, Alta., from the Grand Trunk Pacific Railway Company.

5739. Unsatisfactory train service furnished by the Grand Trunk Pacific Railway Company at Wakaw, Sask.

5740. Refusal of the Grand Trunk Railway Company to keep a suitable roadway from the main road at Canfield, Ont., to the loading siding.

5741. Refusal of the Canadian Pacific Railway Company to remove the snow fences at Tribune, Sask.

5742. Unsatisfactory train service at Inwood, Ont,, on the Michigan Central Railway.

5743. Condition of fences along the Canadian Northern Railway in the Municipality of Shellmouth, Man.

5744. Poor station accommodation provided by the Canadian Northern Railway Company at Hearne, Sask.

5745. Impassable condition of road through the Grand Trunk Railway Company's yard at Edgington, Ont.

5746. Damage to a shipment of apples on account of being frozen in transit from Colborne, Ont. to Saskatoon, Sask. via the Grand Trunk and Grand Trunk Pacific Railways.

5747. Unsatisfactory train service on the Michigan Central Railway at Brigdon, Ont.

5748. Railway Companies in Western Canada not giving sufficiently reduced rates on public holidays as compared with those enjoyed in Ontario.

5749. Refusal of the Quebec and Lake St. John Railway Company to grant a passage through its right of way fence in front of the complainant's property at St. Gedeon, Que.

5750. The Canadian Pacific Railway Company withdrawing marketing privileges from holders of commutation tickets from Mile End to suburban points.

5751. Damage to property at Gushing, Que. on account of lack of proper drainage on the right of way of the Canadian Northern Ontario Railway.

5752. Delay of the Canadian Northern Railway Company in making a settlement for land taken for right of way purposes in the NE. ¼ of Section 31, Township 29, Range 20 West of the Fourth Meridian, near Munson, Alta.

5753. Refusal of the agent of the Intercolonial Railway Company to make refund for unused portions of railway tickets covering passage between St. Hyacinthe to Montreal, Que.

5754. Freight charges on one car of settler's effects and one palace horsecar from Vancouver, B.C. to Lloydminster, Alta., via Canadian Pacific and Canadian Northern Railways.

5755. Refusal of the Grand Trunk Railway Company to settle claims for fruit damaged in transit when the company did not supply refrigerator cars as requested.

5756. The Canadian Northern Railway Company not keeping its right of way fences in a state of repair at Munson, Alta.

5757. The Canadian Northern Railway Company refusing to give complainant at Munson, Alta. a proper farm crossing with gates.

5758. Pere Marquette Railway Company's tariff No. 12 *re* charges on all coal ex the ferry and switched to complainant's siding at Port Stanley, Ont.

5759. "Completion of loading" and "diversion" charges made by the Canadian Pacific Railway Company on shipments of hogs or on livestock shipments billed through Calgary, Alta.

5760. Canadian Pacific Railway Company asking a rate of twenty cents on steel rails, in carloads, from Trenton, N.S. to Sherbrooke, Que.

5761. The Grand Trunk Pacific Railway Company refusing to make settlement for goods lost in transit and short on arrival at McBride, B.C.

5762. The Grand Trunk Railway Company refusing to give satisfaction to complainant in the matter of honey lost in transit en route St. Mary's, Ont., to Harrowby, Man.

5763. Refusal of the Canadian Pacific Railway Company to pay claim for damage tc stock in transit from Alfred, Ont., to Point St. Charles, Que.

5764. The Lake Erie and Northern Railway Company refusing to compensate complainant at Galt, Ont., for damage to his property on account of the construction of right of way through his premises.

5765. Railway companies charging for cartage from the warehouse to the freight shed at shipping points in addition to cartage charges at destination.

5766. Telephone line in the vicinity of Mountain, Ont., not being completed.

5767. Freight charges on a shipment of settler's effects from Port Alberni, B.C., to Kitscoty, Alta., over the Canadian Northern and Canadian Pacific Railways.

5768. Treatment received from the Grand Trunk Pacific Railway Company in connection with compensation for injuries received at Hazelton, B.C.

5769. Canadian Northern Railway Company increasing the freight rates on newsprint paper and woodboard for export via Montreal and Quebec.

5770. Refusal of railway companies to pay claims for shortage on grain shipments to the Lake fronts from Saskatoon, Sask.

5771. Unsatisfactory train service between Montreal and Pointe Claire, Que., on the lines of the Canadian Pacific and Grand Trunk Railways.

5772. Condition of bridge and approaches on public road between sections 9 and 10-6-23 W. 1 M. in the municipality of Cameron, Man., on the Canadian Northern Railway.

5773. Alleged discrimination shown in favour of Toronto, Ont., in the matter of express charges from that city as compared with those charged from London, Ont.

5774. Lack of fencing on the right of way of the Irondale, Bancroft and Ottawa Railway.

5775. Inability of complainant to secure payment from the Canadian Northern Railway Company for land expropriated for right of way purposes in the north half of section 16-30-19 W. 4 M. near Munson, Alta.

5776. Present train service schedule of the Calgary and Edmonton Railway between Calgary and Macleod, Alta.

5777. Proposed increase in freight rates on Ricmac road preparation.

5778. The Canadian Pacific Railway Campany selling townsites without giving the public transportation service.

5779. Treatment received from the Dominion Express Company in connection with shipment of fowl from Clarinda, Iowa, U.S.A., to Iddesleigh, Alta.

5780. Switching rates charged by the Toronto, Hamilton and Buffalo Railway Company in its Hamilton terminals under tariff C.R.C. 858 as amended by supplement No. 4 effective May 5, 1913.

5781. Unnecessary noise in the operation of trains between St. Henri Square, Montreal, and the Grand Trunk Railway Company's yard west of St. Henri, Que.

5782. Refusal of the Canadian Northern Railway Company to settle claim for cow killed on account of lack of proper cattle guards near Mecheche, Alta.

5783. Condition of railway crossings in the Township of Bristol, Que., on the line of the Canadian Northern Railway.

5784. Dominion Express Company's rates on cream shipped into Grand Forks, B.C., from surrounding points.

5785. Poor satisfaction received by complainant in the matter of a claim, for a shipment of refrigerating machinery consigned to Fort Qu'Appelle, Sask., from Winnipeg, Man., which should have been shipped direct via Canadian Pacific Railway and Grand Trunk Pacific Railway but was held and placed in storage at Regina, Sask., by the Canadian Pacific Railway Company.

5786. Refusal of the Canadian Pacific Railway Company to settle claim for baggage lost in transit to Dollard, Sask.

5787. Proposed removal of station agent from Grenville, Que., by the Canadian Pacific Railway Company.

5788. Changes in the Canadian Pacific Railway Company's passenger service at Port Arthur, Ont.

5789. Dangerous condition of public crossing on the Canadian Northern Railway between Sections 28 and 29-30-18 W. 4 M. near Mecheche, Alta.

5790. Delay to a shipment of stock handled by the Canadian Northern Railway Company from Le Pas, Man., to Birch Hills, Sask.

5791. Inability of complainant to obtain settlement from the Canadian Northern Railway Company for land taken for right of way purposes in the west half of Section 10-12-25 W. 4 M. near Claresholm, Alta.

5792. The Canadian Northern Railway Company failing to pay for land taken for right of way purposes in Section 3, Township 12, Range 25 W. 4 M.

5793. Lack of proper drainage on the Michigan Central Railway at Lot 287, South Talbot Road, Township of Maidstone, Ont.

5794. Grand Trunk Railway Company's rates on brick from Hamilton, Ont., to Galt, Ont., as compared with the rates on the Canadian Pacific over the same route.

5795. Freight rates on shipments of lumber and shingles moving from Eburne, B.C., to points in Canada and the United States as compared with rates on the same commodities moving from Vancouver, B.C.

5796. Proposed closing of North Lancaster station, Ont., by the Canadian Pacific Railway Company.

5797. The Dominion Express Company not providing proper facilities for receiving money and issuing money orders at Hazelridge, Man.

5798. The Canadian Northern Quebec Railway Company collecting freight charges right through to destination on shipments originating with that company but consigned to points on another line of railway.

5799. The Canadian Northern Railway Company not paying for land taken for right of way purposes in the southwest quarter of Section 35, Township 5, Range 28 West of the Fourth Meridian; and against weeds left to grow on their right of way at that point.

5800. The Canadian Pacific Railway Company increasing switching rate on brick from Mikkelson to Estevan yard, Sask.

5801. Lack of drainage facilities on the Canadian Pacific Railway at Lot 11028 G.I. in Galena, B.C.

5802. Additional freight charges of seven cents per hundred on oils and greases from McRorie to Dumblane, Sask., on account of this portion of Canadian Northern Railway not being placed under regular tariffs although it has been in operation for more than a year.

5803. Inability of complainants to obtain a refund for unused portions of railway tickets.

5804. Refusal of the Canadian Pacific Railway Company to make a refund for unused tickets unless they are produced. Tickets in this case were lost in the mails.

5805. Freight rates on cheese from Glen Brook and Williamstown to Montreal, P.Q., as compared with rates from Apple Hill, Ont., to Montreal, P.Q.

5806. Unsatisfactory train service on the Canadian Pacific Railway from Eastman to Windsor, Que.

5807. The Canadian Northern Railway Company unloading cars along Pembina street, Winnipeg, and at cut-off through River Park, thereby making a number of highway crossings dangerous for children and others visiting pleasure resorts in the vicinity.

5808. Failure of the Canadian Northern Railway Company to pay for right of way taken in the northwest quarter Section 5, Township 35, Range 6 West of the Fourth Meridian, on their Lacombe-Moosejaw Branch.

5809. Alleged unsafe condition of roadbed on the Rocky Mountain House Branch of the Canadian Northern Railway between Lochearn and Hordegg, Alta.

5810. Refusal of the Atlantic, Quebec and Western Railway Company to pay claim for cattle killed on their right of way where their fencing is in poor condition and the gate continually open, near Maria, Que.

5811. Freight rate on a shipment of potatoes from Grand Forks, B.C., to Baynes Lake, B.C., on the Great Northern Railway, as compared with rates on similar shipments over the Canadian Pacific Railway.

5812. Danger to trainmen and inconvenience caused to the public by way of the Michigan Central Railway Company hauling trains of excessive length.

5813. Switching and dockage charges on the Grand Trunk Railway at Windsor, Ont.

5814. Lack of station agent at Springwater, Sask., on the Biggar-Calgary branch of the Grand Trunk Pacific Railway.

5815. Point St. Charles stockyards at Montreal, Que., refusing to accept shipment of twenty-one Canadian Northern Railway cars loaded on Canadian Pacific Railway Company's tracks at Toronto, Ont., stock destined export to British Government, the Grand Trunk Railway Company also declining to handle stock from Harbour Commissioners' tracks to stockyards.

5816. The Canadian Northern Railway Company closing a culvert that has served complainant for a number of years as a cattle pass in the northwest quarter of section 34, Township 31, Range 2, West of the Third Meridian, near Aberdeen, Sask.

5817. Refusal of the Canadian Pacific Railway Company to compensate complainant for alleged damage to property caused by the construction of a culvert on the Georgian Bay and Seaboard Railway at public highway between Lots 10 and 11 Concession 8, Township of Eldon, Ont.

5818. Unsatisfactory condition of fences along right of way of the Canadian Northern Railway Company, Montfort line, between Sarrizin siding and Deer Lake, Que.

5819. Refusal of the Canadian Northern Railway Company to pay for horse killed on railway where there is no fencing or cattle guards in Section 13, Township 18, Range 21, West of the First Meridian.

5820. Goods stolen while in transit on the Atlantic, Quebec and Western Railway.

5821. Fencing on the Canadian Northern Railway at Minintonas, Man., not being of such construction that sheep cannot enter upon their right of way.

5822. Removal of station agent from Gainford Station, Alta., on the Grand Trunk Pacific Railway.

5823. Railway Companies issuing instructions to agents that notations of shortages or damage in transit to shipments are not to be carried forward and shown on consignee's expense bill the consignees being left to discover, if they can, as to whether their goods have suffered damage or loss in transit.

5824. Freight rates on a shipment of potatoes from Vernon, B.C., to Fruitvale, B.C. over the Canadian Pacific and Great Northern Railways.

5825. Freight rates on green hides from Brandon to the Minnesota Transfer as compared with rate from Winnipeg to the same point (a greater distance) over the lines of the Canadian Northern, Great Northern and Canadian Pacific Railways.

5826. Delay in transit on shipment of live hogs on the Canadian Pacific Railway Company's Goderich line to Peterborough, Ont.

5827. Ineffective class of cattleguards in use on the Canadian Northern Railway.

5828. Refusal of the Canadian Northern Railway Company to settle claim for damage to crops by way of cattle getting on complainant's land where the right of way is not fenced at Sections 6 and 12, Township 49, Range 20, West of the Third Meridian.

5829. Alleged excessive rates asked by the Canadian Pacific Railway Company for special train service for twelfth of July celebration at Cabri, Sask.

5830. Unsatisfactory accommodation furnished by the Canadian Northern Railway Company from Orillia to Deer Lake, Ont.

5831. Excessive charges on a telegram from Port Carling, Muskoka, at Orangeville, Ont., via Great Northwestern Telegraph Company and Canadian Pacific Railway Telegraph Company.

5832. Type of cattleguards used by the Canadian Northern Railway Company near MacNutt, Sask.

5833. Canadian Northern Railway Company not making any provision for the fencing of its right of way through Section 32, Township 25, Range 1, West of the 2nd Meridian.

5834. Unsatisfactory treatment received at the hands of the Canadian Northern Railway Company in connection with claim for refund of excess freight charged on shipments from Cardiff to Edmonton, Alta.

5835. Proposed location of the Canadian Pacific Railway Company's stock yards at Tichborne Jct., Ont.

5836. Refusal of the Chatham, Wallaceburg and Lake Erie Railway Company to settle claim for stock killed on its right of way where there is no fencing at Dover, Ont.

5837. Alleged excessive freight rates charged on a car of household effects from Trail, B.C., to Melfort, Sask., over the lines of the Canadian Northern and Canadian Pacific Railways.

5838. Dangerous conditions existing at crossing of the Grand Trunk Railway at Adelaide street, London, Ont.

5839. Present freight classification given to acetate of lead in Canadian Freight Classification No. 16.

5840. Condition of the approach to the leading platform at Readlyn, Sask. on the Canadian Pacific Railway.

5841. The Canadian Northern Railway Company not making provision to forward people wishing to take part in the twelfth of July celebration at Laura, Sask. from Flexcombe, Sask.

5842. Condition of approach or lack of proper roadway approaching the Grand Trunk Pacific Railway station at Heath, Alta.

5843. The Kootenay Central Railway Company (C.P.R.Co.) constructing a stock corral in the centre of Blair street, Athalmer, B.C., thereby stopping traffic on that street as well as cutting off approach to complainant's property on Fifth avenue, Athalmer, B.C.

5844. Noise and damage to house on Brant avenue, Brantford, Ont., caused by vibration of the city's electric cars over defectively laid switches in front of complainant's residence.

5845. Condition of the Grand Trunk Railway Company's station at London, Ont.

5846. Refusal of a farmer residing near Bannerman, Man., to allow the Great Northern Railway Company to plough fireguards on his property.

5847. Refusal of the Grand Trunk Railway Company to make refund on a shipment of medicine for which they overcharged $1.60 for handling from Montreal to Vancouver, B.C.

5848. Two horses killed by the Grand Trunk Railway Company's train near Fraserburg, Ont., owing to there being no cattleguards at road crossings to prevent stock from entering upon the right of way.

5849. Unsafe manner in which electric cars of the Sandwick, Windsor and Amherstburg Electric Railway are operated during race on Oulette avenue, Windsor, Ont.

5850. Dangerous crossing on the London and Port Stanley Railway at William street, Port Stanley, Ont.

5851. Railway companies charging storage on shipments of scrap rubber accepted and billed from various points between Kingston and Quebec, Que., to points in the United States but held by the railways on embargo order of the Customs Department.

5852. The Canadian Pacific Railway Company allowing cars to stand in front of a summer residence at St. Rose, Que., thus obstructing view of complainant and constituting a source of annoyance.

5853. Condition of Grand Trunk Railway Company's fences at Orrville, Ont.

5854. Dominion Atlantic Railway Company refusing to grant the carload rate on shipments of potatoes for export when they exceed one or more carloads but not enough to fill another car.

5855. Lack of fencing along the right of way of the Canadian Northern Railway Company at complainant's farm in Section 25, Township 27, Range 20, near Sifton, Man.

5856. Unsatisfactory train service on the Grand Trunk Railway between Stouffville, Sutton and Jackson's Point, Ont.

5857. The Grand Trunk Pacific Railway Company blocking a culvert and flooding well of complainant in the Northwest Quarter Section 23, Township 53, Range 8, West of the 5th Meridian.

5858. Condition of the Grand Trunk Railway Company's fences at Goldstone, Ont.

5859. Unnecessary noises made by locomotives on the Grand Trunk Pacific Railway between the Red River Railway bridge and the Union Depot, at Winnipeg, Man.

5860. Ineffective cattleguards in use on the Canadian Northern Railway in the vicinity of Lloydminster, Sask.

5861. Settler in the Northwest quarter of Section 17, Township 43, Range 2 West of the Fourth Meridian, refusing to allow the Grand Trunk Pacific Railway Company to plough fireguards on his property.

5862. Refusal of the Halifax and North Western Railway Company to recognize a claim for steer killed on their right of way owing to poor condition of fencing in the vicinity of Arygyle Head, N.S.

5863. Alleged exhorbitant switching charges of the Pere Marquette Railway Company for switching services at Sarnia, Ont., on cars of gravel to be used for road making.

5864. Unsatisfactory service provided by the Canadian Pacific Railway Company at Vermillion, Ont.

5865. Delay in the handling of settlers' effects from Ruffalo, N.Y., to Newboro, Ont., over the lines of the Grand Trunk and Canadian Northern Railways.

5866. Unsatisfactory train and mail service on the Nicola Subdivision of the Canadian Pacific Railway in the Province of British Columbia.

5867. The Lake Erie and Northern Railway Company constructing across complainant's property at Port Dover, Ont., cutting off access to water and not providing cattle pass for the accommodation of the stock.

5868. Second class fare charged by the Canadian Pacific Railway Company from Moosejaw, Sask., to Toronto, Ont., and Canadian Northern Railway Company from Toronto, Ont., to Deseronto, Ont.

5869. The Great North Western Telegraph Company discriminating against complainant in the matter of ticker service in his brokerage business in Toronto, Ont.

5870. Damage caused by fire from the Edmonton, Dunvegan and British Columbia Railway at Eunice, Alta.

5871. Crossing fences, cattleguards and sign post on the Edmonton, Dunvegan and British Columbia Railway crossing north of Busby Station, Alta.

5872. Unsatisfactory service furnished by the railway operating between Fort Erie and Fort Erie Beach in conjunction with the ferry service between Fort Erie and Buffalo, N.Y.

5873. Operator of the Canadian Pacific Railway threatening to cause trouble on that railway.

5874. The Canadian Pacific Railway Company or the Grand Trunk Railway Company will not accept cars of live stock from the Canadian Northern Railway Company at Montreal, Que., for the purpose of having them unloaded in their stock yards and as the Canadian Northern Railway Company have no stock yards at that point the stock have to be unloaded right on the street without proper stock yard facilities.

5875. Unsatisfactory condition of the Canadian Pacific Railway crossing on its Reston-Welseley Branch between Sections 4 and 9, Township 11, Range 3 West of the 1st Meridian.

5876. Condition of Canadian Pacific Railway crossing on its Reston-Wolseley Branch, between Sections 34 and 35; Township 10, Range 33 West of the 1st Meridian, Rural Municipality of Walpole, Sask.

5877. Crossing on the Canadian Pacific Railway Company's Reston-Wolseley Branch between Sections 31 and 32, Township 10, Range 32, West of the 1st Meridian, Rural Municipality of Walpole, Sask.

5878. Condition of crossing on the Canadian Pacific Railway Company's Reston-Wolseley Branch between Sections 35 and 36; Township 10, Range 32 West of the 1st Meridian, Rural Municipality of Walpole, Sask.

5879. Transportation companies that are unwilling or unable to quote through rates from points in Canada or the United States to points in South Vancouver on the Eburne-Westminster line.

5880. Refusal of the Campbellford, Lake Ontario and Western Railway Company to furnish complainant with a farm crossing on his farm near Napanee, Ont.

5881. Freight rates on coal shipments over the Kettle Valley Railway and the Canadian Pacific Railway from Princeton to Vancouver, B.C., and from Merritt to Vancouver, B.C.

5882. Present freight classification on Grafanola cabinets, etc.

5883. Steps or stools not being provided for the purpose of boarding and alighting from trains at Virden, Man.

5884. Water of Stinking Lake blocking up roads near Delburne, Alta., owing to culvert of the Grand Trunk Pacific Railway Company not being of proper size and construction to let the water away.

5885. Failure of the Atlantic and Lake Superior Railway Company (Quebec Oriental Railway Company) to construct an overhead bridge on the Fifth Range of the Township of New Richmond, P.Q., which was burned.

5886. Refusal of the Atlantic, Quebec and Western Railway Company to accept fish in bulk for transportation.

5887. Power wires over the Canadian Northern Railway belonging to Grand Mere, Que., not having the standard clearance as called for by the regulations of the Board.

5888. Lack of proper culverts and condition of grading at highway crossings on the line of the Glengarry and Stormont Railway near Williamstown, Ont.

5889. Lack of proper passenger and freight accommodation on the Grand Trunk Railway at Terra Cotta, Ont.

5890. Alleged excessive freight rate charged by the Canadian Pacific Railway Company on a shipment of personal effects shipped from New Westminster, B.C., to Walkerton, Ont.

5891. Supplement 13 to C.P.R. tariff C.R.C. W. 2031 which quotes charges in conjunction with part carloads from Arnes, Gimli, Jellico and Riverton on fresh or frozen fish to Selkirk to complete loading for reshipment via the Canadian Pacific Railway.

5892. Lack of proper roadway from the town of Angusville, Man., to the station and freight sheds of the Canadian Northern Railway Company.

5893. Refusal of the Grand Trunk Pacific Railway Company to settle claim for horses killed by the train near Edgerton, Alta. on account of lack of cattleguards near mile post 650.

5894. Refusal of the Canadian Northern Railway Company to construct highway crossing between Sections 8 and 9, Township 18, Range 22, West of the 1st Meridian, in the Municipality of Strathclair, Man.

5895. Delay of the Canadian Northern Railway Company in furnishing complainant with deed of land that was exchanged for a piece of roadway in the Southwest quarter of Section 12, Township 18, Range 22, West of 1st Meridian.

5896. Proposed location of a stock corral belonging to the Canadian Pacific Railway Company at Athalmer, B.C.

5897. Refusal of the Canadian Pacific Railway Company to refund money entrusted to them for the passage of two persons from Austria to Yorkton, Sask., although the company failed to carry out their part of the agreement.

5898. The Canadian Pacific Railway Company charging local rates on a shipment of hogs from Magrath to Winnipeg, and from Winnipeg to Toronto, Ont., although the shipment was billed through from Magrath to Toronto, Ont., and was only held in Winnipeg, Man., awaiting a man to take charge of the shipment.

5899. The Dominion Atlantic Railway Company not giving complainant a proper crossing over their tracks at Deep Brook, N.S.

5900. Extra switching charge at Vancouver, B.C., on shipments of forest products consigned to local points on American railroads in the United States.

5901. Inconvenience caused to residents of Rougemont, Que., on account of it being impossible to ship any freight from that point prepaid, as the Agent is not authorized to accept payment for any freight coming or going on the lines of the Montreal and Southern Counties Railway and the Central Vermont Railway.

5902. Refusal of the White Pass and Yukon Railway Company to make a refund of half fare of man in charge of a horse shipped from Skagway to Whitehorse, Y.T.

5903. The Michigan Central Railway Company Tariff, G.F.D. No. 9652, not including tomatoes in baskets in item concerning fresh fruits in baskets, boxes or crates.

5904. Condition of ditches along the Canadian Northern Railway at St. Liguori, Que.

5905. The Canadian Pacific Railway Company trying to collect additional charges on live stock shipped from Frelighsburg, Que. to Bawlf, Alta., in the year 1914 over the lines of the Central Vermont and Canadian Pacific Railways.

5906. Lack of navigation lights on the railway bridges over the Red River at Winnipeg, Man.

5907. The Canadian Pacific Railway Company forcing complainants to ship over its line by delaying the placing of Northern Pacific cars where ordered at Haney, B.C.

5908. Delay to shipments of express at Toronto, Ont., owing to refusal of the Dominion Express Company to accept shipments which are destined to points on the Grand Trunk Pacific Railway.

5909. Refusal of the Canadian Northern Railway Company to entertain claim for refund on unused ticket from Rosetown to Saskatoon, Sask.

5910. Lack of shelter and accommodation for freight and passengers at Dewar Lake, Sask., on the Grand Trunk Pacific Railway.

5911. Refusal of the Canadian Pacific Railway Company to settle claim for freight overcharge on shipments of machinery from points in Massachusetts, U.S., to Espanola, Ont.

5912. Proposed removal of highway crossing in Section 12-62-27, W. 4th M., on the line of the Edmonton, Dunvegan and British Columbia Railway.

5913. The Canadian Northern Railway Company insisting on cars not being loaded over 60,000 pounds, yet charging for a minimum of 60,000 pounds.

5914. Excessive storage charges on a trunk and some grips at Bracebridge, Ont., on the Grand Trunk Railway.

5915. The Grand Trunk Pacific Railway Company removing station agent from station at Quinton, Sask.

5916. Condition of fences along the right of way of the Canadian Pacific Railway at Grondines, Que.

5917. Lack of proper culvert on the Moosejaw Branch of the Canadian Northern Railway in the Rural Municipality of Elmsthorpe, Sask.

5918. The Canadian Northern Railway Company not granting complainant a cattle pass on their Calgary Southerly Branch near Alderayde, Alta.

5919. The Bell Telephone Company charging for messages transmitted over Rural Lines at Fenelon Falls, Ont.

5920. Refusal of the Bessemer and Barrys Bay Railway Company to fence its right of way from a point one mile south of L'Amble Station on the Central Ontario Railway to Childs Mine, Ont.

5921. Condition of cattleguards on the Canadian Northern Railway in the vicinity of Bolina, Ont.

5922. Refusal of the Bell Telephone Company to furnish telephone service to complainant at St. Mary's, Ont., until the war is over.

5923. Alleged excessive express charges on a shipment of butter handled by the Dominion Express Company from Blucher to Sutherland, Sask.

5924. Canadian Express Company's rate on shipments from Carp, Ont., to Toronto, Ont.

5925. Delay of the Canadian Northern Railway Company in paying for right of way secured in the northeast quarter of Section 9, Township 31, Range 17 West of the Fourth Meridian.

5926. Delay of the Western Dominion Railway Company in settling for right of way expropriated in the southwest quarter of Section 34, Township 5, Range 28, West of Fourth Meridian.

5927. Alleged refusal of the Canadian Pacific Railway Company to build and operate a spur from Pincher Station, B.C., to Pincher Creek, a distance of three miles.

5928. Poor fireguards on the Grand Trunk Pacific Railway.

5929. Unsatisfactory fireguards in use on the Canadian Pacific Railway.

5930. Refusal of the Grand Trunk Railway Company to grant a farm crossing at Jarlsburg, Ont.

5931. Condition of the Grand Trunk Railway Company's culvert at complainant's property near Jarlsburg, Ont.

5932. Refusal of the Bell Telephone Company to give a subscriber at Ottawa, Ont., any service until he paid an account for the moving of telephone instrument to where it is at present installed.

5933. Alleged dangerous condition in which the Grand Trunk Pacific Railway Company have left gravel pit known as the "Souris pit" located on the edge of Souris River Valley on the Regina boundary branch.

5934. Alleged dangerous conditions existing at crossing just west of Oakville Station, Ont., on the Grand Trunk Railway.

5935. Unsatisfactory condition of roadway leading up to the Pere Marquette Railway Company's station at Harrow, Ont.

5936. Alleged excessive express charge on a parcel shipped from New York, N.Y., to London, Ont.

5937. The Esquimalt and Nanaimo Railway Company depriving complainant of an approach to property and removing planking from crossing at Coombs Station, B.C.

5938. Refusal of the Canadian Northern Railway Company to settle claim for cattle killed on their right of way where no fencing has been installed near Bedford Station, Man.

5939. Action of a party at Vera, Sask., in fencing around the north of the Grand Trunk Pacific Railway Company's townsite at that point cutting off all passable roads into the elevator and loading platform.

5940. Refusal of the Canadian Pacific Railway Company to settle claim for cattle killed on their right of way although the fencing was in broken down condition near Field, B.C.

5941. The Canadian Northern Railway Company not constructing a crossing over their right of way at mile 4 on its Big River Branch.

5942. Grand Trunk Railway Company's freight trains frequently blocking the crossing at Killaloe, Ont.

5943. Lack of telephone and telegraph communication and station agent at Jenner, Alta., on the Canadian Pacific Railway and against mail service to and from that point.

5944. Condition of farm crossing on the Southeast quarter of Section 31, Township 29, Range 20 West of the Fourth Meridian on the Calgary to Vegreville Branch of the Canadian Northern Railway.

5945. Refusal of the British Columbia Electric Railway Company to settle claim for horse killed on their right of way near Sidney, B.C.

5946. Refusal of the Grand Trunk Pacific Railway Company to settle claim for hair lost in transit from Edmonton, Alta., to Peabody, Mass., U.S.A.

5947. The Bell Telephone Company severing its connection with the St. Luc Telephone Company.

5948. Unsatisfactory condition of crossings on the Canadian Pacific Railway spur line leading from Haleys Station, Ont., to the works of the Renfrew White Granite Company, Limited.

5949. Quebec Central Railway Company's embargo on pulpwood consigned to Mechanicsville, N.Y.

5950. Overcrowding of passenger cars on trains of the Canadian Pacific Railway Company between Winnipeg, Man., to Moosejaw, Sask.

5951. Station and freight shed facilities at Eganville, Ont., on the Grand Trunk Railway.

5952. Refusal of the Canadian Pacific Railway Company to unload any freight at Grindrod Station, B.C.

5953. Unsatisfactory freight and passenger train service on the Wilkie-Cutknife Branch of the Canadian Pacific Railway.

5954. Delay in transit to an express shipment of dressed chickens from Swanson to Saskatoon, Sask., handled by the Canadian Northern Express Company.

5955. Improper drainage under the tracks of the Canadian Pacific Railway within the Village of Sharbot Lake, Ont.

5956. Shipments of coal being transferred while enroute from Buffalo, U.S.A. to Haileybury, Ont., and against cars not being properly weighed.

5957. The Canadian Northern Railway Company to fill up the ditch between the main line track and a side track in the Village of Hague, Sask.

5958. Condition of Canadian Northern Railway Company's crossing at mileage 91 on their Gypsumville Branch and lack of cattleguards at that point.

5959. Alleged excessive charges on shipments of onions from Leamington to Toronto, Ont., on the Grand Trunk Railway.

5960. Inability of complainant residing at Smithville, Ont., to get Bell Telephone service.

5961. Poor fireguards on the Canadian Pacific Railway Company's Moosejaw and Lacomb Branches.

5962. The Grand Trunk Pacific Railway Company making an extra charge on a prepaid shipment of furniture from Parry Sound, Ont., to Ardrosseau, Alta., claiming that the shipping agent had made an error when quoting the rate.

5963. Unsatisfactory car supply for the shipment of lumber from Shallow Lake, Ont., on the Grand Trunk Railway.

5964. Inconvenience and excessive rates to telephone subscribers at Wakefield, Que., on account of each rural company having its own exchange and subscribers having no exchange with the Bell Telephone Company or other lines without a charge being made for the message.

5965. Damage to complainant's property at Richmond, Ont., on account of unsatisfactory drainage on the lands of the Canadian Northern Railway Company.

5966. Refusal of the Canadian Pacific Railroad Company to settle claim for damages when an automobile was stuck at crossing of a highway one mile east of Sintaluta, Sask.

5967. Excessive freight rates on brick from Grand Piles to Yamachiche, P.Q., over the Canadian Pacific Railway.

5968. Circular issued by Superintendent of Terminals at Fort William, Ont., relative to claims for grain losses.

5969. Inability of complainant to get satisfaction from the Grand Trunk Railway Company in connection with a claim for damages to a shipment of Swedish iron from Gothenburg, Sweden.

5970. Refusal of the Department of Marine and Fisheries to provide certain gas cylinders to Bureau of Explosives investigating the matter of an explosion which took place in the Grand Trunk Railway Company's freight house at West Toronto, Ont.

5971. Treatment received by complainant at Huntsville, Ont., from strangers representing themselves to be officials of the Board in the matter of trespassing on the Grand Trunk Railway Company's bridge over the Muskoka River.

5972. Condition of the Grand Trunk Railway Company's station at Valois, Pointe Claire, P.Q.

5973. Alleged useless cattleguards used by the Grand Trunk Railway Company in the vicinity of Huntsville, Ont.

5974. The Canadian Northern Railway Company using freight engines for switching at Portage la Prairie, Man., without footboards.

5975. Unsatisfactory express service furnished by the Canadian Northern Express Company out of Winnipeg, Man.

5976. Proposed Canadian Northern Railway Company's spur along the lane in blocks 108, 102, 85 and 62, and the lane in block 35, Estevan, Sask., crossing Second, Third, Fourth, Fifth and Sixth Avenues.

5977. Icing charges assessed by the Adams Express Company on a shipment of cheese ex New York, N.Y. to Toronto, Ont.

5978. Refusal of the Canadian Pacific Railway Company to allow farmers to use a type of portable elevator at stations where regular elevators are located.

5979. Station master on the Quebec, Montreal and Southern Railway doing a grain and feed business in conjunction with his railroad duties, thereby entering into unfair competition with merchants doing the same business in the vicinity.

5980. Delay in transit to shipments of oil between Davidson and Bladworth, Sask., on the Canadian Northern Railway.

5981. Freight rate on timber that is used for mine props to Edmonton, Alta.

5982. The Canadian Pacific Railway Company running a work train out of White River, Ont., without a conductor in charge.

5983. The Canadian Northern Railway Company not giving the usual reduction on shipments of seed grain.

5984. Proposed action of the Canadian Pacific Railway Company of appropriating a part of road allowance on the north side of the northeast quarter of Section 32-29-9 W. 3 M., Rural Municipality of Fertile Valley, Sask.

5985. Delay in delivery of express shipments of fruit from Toronto Union Station to the consignees at Toronto, Ont.

5986. Quebec Oriental Railway Company refusing to pay for loss of cattle caused by defective fencing in the vicinity of Grand Cascapedia, Que.

5987. Refusal of the Canadian Pacific Railway Company to settle claim covering overcharge of freight on shipments of machinery from Ansonia, Conn., to Espanola, Ont.

5988. Demurrage charges assessed by the Canadian Pacific Railway Company on a car of oats shipped, prepaid, from Glen Ewen to East End, Sask.

5989. Rough handling and pilfering of fruit handled by express companies in the vicinity of St. Catharines, Ont.

5990. Dangerous conditions existing at overhead crossing of the Canadian Pacific Railway about one mile west of Arnprior, Ont.

5991. Noise nuisance from train operations on the Michigan Central Railway at Waterford, Ont.

5992. The Canadian Northern Express Company charging farmers of Saskatchewan the same rate for five gallon cans of cream as they charge for an eight gallon can although the five gallon cans weigh slightly more than the stipulated weight of 50 pounds.

5993. Train service on the line of the Central Vermont Railway at Iberville, Que.

5994. Dangerous crossing on the west side of Welsford Station, N.B., on the line of the Canadian Pacific Railway.

5995. Dangerous conditions existing at crossing at Nerepis, N.B., on the line of the Canadian Pacific Railway.

5996. Delay in transit to a car of wheat caused by alleged carelessness on the part of employees of the Michigan Central Railway Company in shipping car via Suspension Bridge, N.Y., which was contrary to the route desired by shipper.

5997. The Canadian Pacific Railway Company placing gates and construction fences at Second Street Crossing, at Golden, B.C.

5998. The Canadian Northern Railway Company for giving extra duties about coaches at Hervey Junction, Que., which interfere with his work as towerman for the Canadian Northern and National Transcontinental Railways at that point.

5999. The Canadian Pacific Railway Company refusing to allow telephone wires of the Dominion Government Telephone System to be constructed across its right of way at Golden, B.C.

6000. The Canadian Pacific Railway Company refusing to allot the Columbia River Lumber Company to carry its telephone wires across their tracks at Second Street, Golden, B.C.

6001. Refusal of the Sprague Telephone System near Consecon, Ont., to provide complainant with telephone service.

6002. Delay to shipments of live stock from points on the Pontiac and Gatineau lines of the Canadian Pacific Railway to Montreal, Que.

6003. Terms demanded by the Bell Telephone Company for connection and switching charges at Coldwater, Ont.

6004. Car shortage for the handling of grain shipments from Kindersley, Sask., on the Canadian Northern Railway.

6005. The Halifax and Southwestern Railway Company refusing passenger stopover privileges when going from Barrington Passage to Shelburne, N.S.

6006. Train service on the Canadian Northern Railway between Sudbury, Ont. and Thor Lake, Ont.

6007. Alleged excessive overcharge on excess baggage composed of fishing tackle handled by the Grand Trunk and Canadian Government Railways from Toronto, Ont., to Prince Edward Island.

6008. Change in train and mail service at Fork River, Man., on the line of the Canadian Northern Railway, Winnipegosis Branch.

6009. Delays to cars going from Meaford, Ont., through to the United States due to the fact that Consular invoices are required by the American Consul at Hamilton, Ont.

6010. Refusal of the Bell Telephone Company to furnish complainant with telephone service at Fraserville, Ont.

6011. Refusal of the Bell Telephone Company to continue telephone service of complainant at his new residence which is only 1,500 feet from the former premises at Montreal, Que.

6012. Prepaid express and freight parcels being held at Irondale Station, Ont., for periods of twenty-four hours and longer awaiting the arrival of shipping bills, complainant having particular reference to a bag of wheat seed shipped from Richmond Hill, Ont., via the Canadian Northern Railway.

6013. The White Pass and Yukon Railway Company forcing complainant to pay full fare of $20 for passage between White Horse and Skagway although there was an excursion train running between these two points for $5 return trip.

6014. Interswitching service of the Canadian Northern Railway Company at Saskatoon, Sask., between the Canadian Northern and Canadian Pacific Railway Companies, the employees of the Canadian Northern Railway Company not giving any notice with reference to cars left on the transfer.

6015. The Canadian Northern Railway Company refusing to give stock tenders transportation back to the point of shipment on the Rossburn Extension from Winnipeg, Man., over the same route that they travelled with the stock, but insist on another route which although shorter, makes more expense to the shipper on account of poor connections.

6016. Canadian Pacific Railway holding up and demanding freight and storage charges at Estevan on a shipment of cured ham from Torquay, Sask., to North Newbury, Ont.

6017. The Canadian Northern Railway Company not having any guard rails or protection on the sides of the loading platform at Rosetown, Sask., which allowed a frightened horse to be run over by a train and had to be shot.

6018. The Grand Trunk Pacific Railway Company not fencing its right of way in the district of Hinton, Alberta.

6019. The Canadian Pacific Railway Company and the Pere Marquette Railway Company, charging unreasonable, discriminatory and illegal tolls on shipments of wheat from and to Canadian points, milled in transit at Chatham, Ontario.

6020. The Great Northern Railway Company not absorbing one-half of the switching charges on non-competitive business, having particular reference to shipments of wood from White Rock, B.C.

6021. Canadian Pacific Railway Company's trestles at Portneuf, Que., have become choked with dirt.

6022. Grand Trunk Railway Company not having sufficient clearance between the ground and its telegraph wires to allow use of farm crossings in the Township of North Fredericksburg, Ont.

6023. Rate on lumber from Powassan, Ont., to Leominster, Mass., as compared to the rate to Boston, Mass.

6024. Great Northern Railway Company and Dominion Express Company's rates on cream in tins to the creamery at Nelson, B.C.

6025. Canadian Pacific Railway Company's proposed change in service of steamers on the Arrow Lakes between Arrowhead and Robson, from daily to tri-weekly service.

6026. Canadian Northern Railway Company blocking the natural watercourse on Lots 22, 23 and 24, Concession 10, Township of Loughboro, and on Lots 1 and 2, Concession 13, Township of Storrington, Ont.

6027. Canadian Pacific Railway Company car No. 204668, loaded with lumber, shipped from Vancouver, B.C. to Hughton, Sask., lost in transit.

6028. Canadian Northern Railway Company's cattle pass on lot 3, Concession 7, of the Township of Westmeath, Ont., being of insufficient size.

6029. Canadian Pacific Railway Company's refusal to furnish cars for the shipment of manure.

6030. Canadian Northern Railway Company's circular prohibiting the loading of any Canadian Northern Railway car with more than 1,000 bushels of grain.

6031. Canadian Northern Railway Company's car shortage for the handling of grain shipments at Truax, Sask.

6032. Canadian Pacific Railway Company's charge for signal light at switch which leads to C.P.R. gravel pit at point three miles west of Agassiz, B.C.

6033. Canadian Pacific Railway Company's wooden bridge over the Noir River blocking the ice every spring.

6034. Canadian Pacific Railway Company agent's refusal to grant a rebate on unused portions of ticket from Bow Island, Alta., to St. Catharines, Ont.

6035. Treatment received from the Canadian Pacific Railway Company in connection with cedar fence posts short in transit from Olson, B.C., to Shaunavon, Sask.

6036. Canadian Pacific Railway Company's refusal to absorb any part of the switching charges on a car of steam coal to the G.T.R. line at Ottawa, Ont.

6037. Canadian Northern Quebec Railway Company's delay in making settlement of freight charges on shipment of medicine from Montreal, Que., to Kindersley, Sask., on which the railway company collected transportation charges at both ends.

6038. Canadian Pacific Railway Company refusing to give a refund on railway tickets, Vancouver to Seattle, which were lost previous to making the trip.

6039. Canadian Pacific Railway Company employees allowing a boy to play around yards and on tracks, resulting in injury.

6040. Time as adopted by railway companies throughout Canada not being the true standard time.

6041. Canadian Pacific Railway Company's fireguards.

6042. Grand Trunk Railway Company's refusal to pay claim for freight overcharge on a shipment of bran to St. John's, Newfoundland.

6043. Grand Trunk Railway Company, "International Limited," drawing out of Brockville to the second, when it was clear to the train crew that a delay of sixty seconds would have accommodated many western passengers rushing across the platform from the C.P.R. train.

6044. Grand Trunk Pacific Railway Company charging demurrage pending settlement of freight charges on launch shipped from Point Edward, Ont., to Edmonton, Alta.

6045. Delay of Canadian Northern Railway Company in fencing its right of way and construction gang cutting down fences in North Edmonton, Alta.

6046. Canadian Pacific Railway Company charging freight on a shipment of olive oil on a 30,000 pound minimum when rate was coated on carload lots, 24,000 pounds minimum.

6047. Stock being killed and injured on account of lack of fencing on the line of the G.T.P. Railway, in the district of Telkwa, Bulkley Valley, B.C.

6048. Failure of Canadian Northern Railway Company to register new survey of lots, in the vicinity of Englefeld, Sask.

6049. Refusal of the Grand Trunk Pacific Railway Company to compensate for cattle killed on the Calgary and Edmonton Branch of the G.T.P. Ry. in Section 33, 36-23, W. 4 M.

6050. Operation of Canadian Pacific Company's trains between Souris and Schwitzer, Man.

6051. The Bell Telephone Company charging religious institutions a business rate for telephone service to private residences.

6052. Canadian Pacific Railway Company closing the station at Ashdod, Ont., on the line of the Kingston and Pembroke Railway.

6053. The New York Central Railroad Company having no fences along its right of way at Valleyfield, Que., to keep cattle off the railway tracks.

6054. Dangerous crossings on the Grand Trunk Railway in Coaticook and in the Township of Compton, Que., and the crossing on the new Government Road from Sherbrooke to Stanstead, viz: about two miles south of Lennoxville, Que., where the Grand Trunk Railway crosses the highway.

6055. Car shortage at Elrose, Sask., on the line of the Canadian Northern Railway Company.

6056. Canadian Pacific Railway Company rates on zinc ore from the Lucky Jim Zinc Mines.

6057. Increase in freight rate on crushed stone from Washago, Ont., on the Canadian Northern Railway, to all points on Toronto and York Radial Railway.

6058. Freight rate charged by the Grand Trunk Railway Company on canned goods from Port Robinson, Ont., to Hamilton, Ont.

6059. Excessive charges on two cars of grain shipped from Nanton, Alta., viz: Caandian Pacific Railway and which were stopped off at Moosejaw, Sask., with overload, the complainants claiming that these cars should have been sealed at Macleod with the result of a much lower rate.

6060. Damage to cellar caused by water backing up from the C.P.R. right of way, in the Township of Winchester, Ont.

6061. The Bell Telephone Company charging religious institutions on the business rate basis for service at residence.

6062. Refusal of express companies to entertain claims for damage to glass rectifier tubes filled with mercury.

6063. Fencing on the line of the Canadian Northern Railway Company, mile 53-66, west of Edmonton, Alta.

6064. Train crews of the Canadian Pacific Railway Company blocking the railway crossing immediately west of Indian Head Station, Sask.

6065. Freight charges on car of settlers effects from Maltoon, Ill., to Huxley, Alta.

6066. Loss to nursery stock caused by improper drainage along the right of way of the Grand Trunk Railway Company at Clarksons, Ont.

6067. Proposed removal of station in the Town of Huberdeau, Que.

6068. Grand Trunk Railway Company's culvert on lot 31, Concession 6, Township of McGillivray, Ont., not having proper location to drain the adjacent lands.

6069. Car shortage at Englefeld, Sask., on the line of the Canadian Northern Railway Company.

6070. Car shortage at Rockhaven on the Wilkie-Cutknife Branch of the Canadian Pacific Railway Company.

6071. Damage to cellar on account of high embankment along the right of way of the Canadian Pacific Railway, Smiths Falls Subdivision, in the Township of Winchester, Ont.

6072. Canadian Northern Railway Company assessing local rate from Oak Point to Toronto, plus icing and demurrage charges and also a rate from Toronto to Montreal, on car shipped from Oak Point to Toronto, Ont., but reconsigned at Montreal, Que.

6073. Montreal Tramways Company charging three dollars per hour demurrage on cars of cement.

6074. Grand Trunk Railway Company removing side tracks across Clifton Street, Thorold, Ont.

6075. Canadian Pacific Railway Company giving instructions to have all mile boards removed from approach to railway crossings.

6076. Classification of freight rates on "Cream Ripeners" or "Batch Pasteurizers."

6077. Inability to load and ship G.T.P.R. cars to points on C.N.R. and C.P.R.

6078. Canadian Northern Railway Company not supplying cars for coal shipments.

6079. Car shortage for grain shipments at Swanson, Sask., on the line of the Canadian Northern Railway.

6080. Car shortage for grain shipments at Ruddell, Sask., on the line of the Canadian Northern Railway.

6081. Napierville Junction Railway Company's proposed withdrawal of passenger train from its service.

6082. Canadian Northern Railway Company not supplying sufficient cars for the shipping of grain at Marcelin, Sask.

6083. Grand Trunk Pacific Railway Company's rates on coal and against excessive switching charges on coal for delivery from C.N.R. sidings on private spurs in Edmunton on Canadian Northern Railway.

6084. Kingston and Pembroke Railway Company (C.P.R.) closing station at Ashdod, Ontario.

6085. Canadian Pacific Railway Company's proposed discontinuance of branch line leading northwest from Coronation during the winter months.

6086. Car shortage at Muenster, Sask., on the line of the Canadian Northern Railway Company and discrimination in favour of the towns of Lanigan and Humboldt in the matter of car supply.

6087. Canadian Pacific Railway Company's rates on crushed stone from St. Canut to Montreal, Que.

6088. Canadian Northern Railway Company's rates on paving blocks from St. Canut to Montreal, Que.

6089. Canadian Pacific Railway Company's proposed siding for milk shippers at Chesterville, Ont.

6090. Dominion Express Company's charges on a shipment from Lakeside, Ont., to Toronto, Ont.

6091. Canadian Pacific Railway Company's fireguards.

6092. Canadian Pacific Railway Company charging a freight rate of 1½ cents per bushel on wheat and one cent per bushel on oats on its branch line leading northwest from Coronation, Alta.

6093. Canadian Northern Railway Company tearing down telephone wires and poles in the Townships of Nepean, March, Torbolton and Fitzroy, Ontario.

6094. Canadian Pacific Railway Company's rate on shipments of ammunition boxes to Nobel, Ont.

6095. Car shortage at Delisle, Sask., on the line of the Canadian Northern Railway.

6096. Express companies refusing to accept goods shipped in corrugated cardboard boxes.

6097. Edmonton, Dunvegan and British Columbia Railway Company's rates on seeds and seed boxes.

6098. Freight charges on a shipment of sheep from Thessalon, Ontario, to Elgin, Manitoba.

6099. Weeds spreading from the Grand Trunk Railway Company's right of way into lands of complainant at Freeman, Ont.

6100. Boston and Maine Railroad Company's level crossing just south of the Village of Lennoxville, Que., being dangerous.

6101. Lack of fencing on the right of way of the Canadian Pacific Railway Company in the district of Lardo, B.C.

6102. Interpretation given by the Dominion Express Company to paragraph "H," Section 5 of the contract of carriage.

6103. Treatment received at the hands of the Grand Trunk Railway Company and the Canadian Northern Railway Company in connection with a threshing separator lost in transit while en route from Seaforth to Hybla, Ont.

6104. Treatment received at the hands of the Grand Trunk Pacific Railway Company in connection with a shipment of outgoing freight at Lucerne Station, B.C.

6105. Bell Telephone Company refusing to give a third extension set for telephone service in the complainant's place of business in the City of Montreal, Que.

6106. Grand Trunk Railway Company's snow fences in Lots 13 and 14, Concessions 2 and 3, Township of Tiny, having the effect of blockading the public highways.

6107. Grand Trunk Railway Company's wooden bridge one mile west of Dumbarton, being unsafe.

6108. Canadian Pacific Railway Company's proposed discontinuance of train and boat service, Lardo Trout Lake Branch.

6109. Canadian Pacific Railway Company's rate on clothing from Vancouver, B.C.; to Woodstock, Ont.

6110. Car shortage in the district along the Goose Lake Line of the Canadian Northern Railway Company.

6111. Drainage on the right of way of the Atlantic and Lake Superior Railway Company at New Richmond Station, Que.

6112. Toronto, Niagara and St. Catharines Railway Company not giving rebate on unused portions of weekly book of tickets.

6113. Car shortage at Cereal, Alta., on the line of the Canadian Northern Railway Company.

6114. Canadian Pacific Railway Company's freight charges in the Province of British Columbia.

6115. Canadian Pacific Railway Company charging cartage at Vencouver, B.C., for handling a shipment for furtherance to ports of call on the Pacific Ocean.

6116. Canadian Northern Railway Company having raised the freight rates on lumber between Coe Hill, Ont., Gilmour, Ont., etc., to Trenton, Ont.

6117. Canadian Pacific Railway Company's refusal to consider claim for damage to a suit case in transit from Los Angeles to Winnipeg, Manitoba.

6118. Three cars of live stock ex Kitscoty and ex Armena, being held up on the transfer from the Canadian Northern Railway to the Canadian Pacific Railway Stockyards, Calgary, Alta.

6119. Canadian Pacific Railway Company's passenger service time table not allowing for the stopping of train No. 104 at Enniskillen Station, N.B.

6120. Quebec Oriental Railway Company's rates on cars of flour from Montreal to Gaspe, Que.

6121. Michigan Central Railway Company's switching charge of 20 cents per ton on stone shipped to Sandwich, Ont., and other points.

6122. Canadian Pacific Railway Company's refusal to consider claim for car linings supplied by the complainants for shipments of potatoes ex Perth, N.B.

6123. Canadian Northern Railway Company's proposed increase of rates on lumber and wood products.

6124. Canadian Pacific Railway Company's changes in train and mail service in the Township of Potton, Que.

6125. Canadian Pacific Railway Company, Grand Trunk Railway Company and Michigan Central Railway Company's freight rates on petroleum and its products from Petrolia and Sarnia, Ont., to Sault Ste. Marie, Ont.

6126. Lack of overhead protection to fruit and vegetables shipped from Leamington, Ont., by the Dominion Express Company, over the Pere Marquette Railway.

6127. Service offered by the Canadian Express Company in the matter of outgoing trains for the shipping of fruit at Leamington, Ont.

6128. Canadian Northern Railway Company's fireguards on extension from Elrose, Sask.

6129. Canadian Pacific Railway Company's refusal to settle claim for steer killed on Section 16-7-29, between Sinclair and Antler, Sask.

6130. Kettle Valley Railway Company's delay in paying for property purchased for right of way purposes in the vicinity of Princeton, B.C.

6131. Trouble in securing cars from the Quebec Central Railway Company at Thetford, Que.

6132. Treatment received at the hands of the Great Northern Railway Company in connection with claim for freight overcharge on car of coal Princeton, B.C., to Vancouver, B.C.

6133. Shortage of empty cars for shipping of coal on the lines of the Canadian Northern Railway, the Canadian Pacific Railway and the Grand Trunk Pacific Railway and refusal of the Canadian Pacific Railway Company and the Grand Trunk Pacific Railway Company to furnish cars for shipments destined to points on the Canadian Northern Railway.

6134. Complainants having to sign in advance for all cars received from the Grand Trunk Railway Company, McGill Siding, and from the Canadian Pacific Railway Company, Place Viger Station, thus relieving the Railway companies from damages.

6135. Grand Trunk Railway Company charging yearly rental for telephone lines crossing their tracks.

6136. Car shortage at Rush Lake, Sask., on the line of the Canadian Pacific Railway Company.

6137. Car shortage at Waldeck, Sask., on the line of the Canadian Pacific Railway Company.

6138. Michigan Central Railroad Company demanding prepaid freight charges on shipments originating on the tracks of the Essex Terminal Railway Company.

6139. Ontario Hydro Commission and the Chatham Gas Company's poles being directly in front of the complainants' office.

6140. Grand Trunk Railway Company refusing to entertain claim for interest on a refund of freight charges collected in error at both point of shipment and destination.

6141. Cars of merchandise being unduly delayed because of poor facilities for unloading at Oyen, Alberta, on the line of the Canadian Northern Railway Company.

6142. Canadian Pacific Railway Company refusing to accept any liability for wheat shortage on car loaded at Tompkins Station, Sask.

6143. Fire caused by the Canadian Northern Railway at Moss Bank, Sask.

6144. Car shortage at Winnifred, Alta., on the line of the Canadian Pacific Railway Company.

6145. Car shortage at Richard, Sask., on the line of the North Battleford-Prince Albert line of the Canadian Northern Railway Company.

6146. Car shortage at Macleod, Alta., on the line of the Canadian Pacific Railway Company.

6147. Discrimination in the matter of distribution of cars between the elevator and the platform at Tribune, Sask., on the line of the Canadian Pacific Railway Company.

6148. Canadian Northern Railway Company closing cattle culvert in the N.E. ¼ of Section 27-52-15, W. 4 M., Vegreville, Alta.

6149. Refusal of the Grand Trunk Railway Company to settle claim for porcelain bath damaged in transit from Trenton, N.J., to Montreal, Que.

6150. Canadian Northern Railway Company refusing to give a farm crossing on the complainant's property, the S.E. ¼ of Section 15-3-11, E.P.M., Spurgrave, Man.

6151. Fire caused by the Canadian Northern Railway, August 11, 1914, in the vicinity of Bratton, Sask.

6152. Canadian Northern Railway Company refusing to erect fences on its right of way through the complainant's property, the S.E. ¼ of Section 15-3-11, E.P.M., Spurgrave, Man.

6153. Canadian Car Service Bureau offering only a 50 per cent settlement of claim against the Canadian Pacific Railway Company, for money which was improperly assessed and collected for car service.

6154. Canadian Northern Railway Company removing planking from between the rails at private crossing which leads to the public road in the N.E. ¼ of Section 2-38-27, W.P.M. on the Company's Swan River to Prince Albert line.

6155. Car shortage at Loreburn, Sask., on the line of the Canadian Pacific Railway Company.

6156. Car shortage at Strongfield, Sask., on the line of the Canadian Pacific Railway Company.

6157. Car shortage at Blackie, Alberta, on the line of the Canadian Pacific Railway Company.

6158. Car shortage at Claresholm, Alberta, on the line of the Canadian Pacific Railway Company.

6159. Loss and inconvenience on account of delay in transit to car of corn shipped from Detroit, Mich., via Windsor, Ont., to West Shefford, Que., on the Michigan Central Railway and the Canadian Pacific Railway.

6160. Poor accommodation furnished for passengers on train between Allandale and Midland, via Penetanguishene Branch of the Grand Trunk Railway.

6161. Express Companies refusing to accept goods shipped in corrugated boxes.

6162. Bell Telephone Company's rates for connections at Eganville, Ont.

6163. Car shortage on the Bengough-Radville Branch of the Canadian Northern Railway Company.

6164. Telephone Company building a portion of branch line on road which the Council of the Municipality had given the complainants authority to use for its line.

6165. Cars of manure left standing for a while and then unloaded close to railway stations, by different railway companies.

6166. Refusal of International Harvester Company of Canada, Ltd., to settle an account for demurrage.

6167. Esquimalt and Nanaimo Railway Company refusing to settle claim for mare killed on their right of way.

6168. Car shortage at South Fort, Sask., on the line of the Canadian Pacific Railway Company.

6169. Canadian Pacific Railway Company's failure to equip certain locomotives, running out of Ottawa, Ont., with ash pans that can be dumped or emptied without employees going under for that purpose.

6170. Canadian Northern Railway Company's right of way east and west of Onoway, Alta., not being fenced and that for ballasting purposes the cattle guards and crossings have been torn out.

6171. Car shortage at Birdview, Sask., on the Saskatoon-Elrose Branch of the Canadian Northern Railway Company.

6172. Car shortage at Bratton, Sask., on the Saskatoon-Elrose Branch of the Canadian Northern Railway Company.

6173. Car shortage at Carmangay, Alta., on the Lethbridge-Calgary Branch of the C.P.R.

6174. Grand Trunk Railway Company's failure to settle claim for overcharge in freight rates on a car of pulpwood shipped from Point Levis, Que., to York Haven, Pa., U.S.A.

6175. Damage to property caused by the repairs to the Grand Trunk Railway Company's overhead bridge which runs through the complainant's property.

6176. Grand Trunk Pacific Railway Company's failure to settle for car of wheat which was lost on account of wreck on their line.

6177. Lack of proper accommodations and shelter at Cainsville Station on the line of the Grand Trunk Railway Company.

6178. Brantford and Hamilton Radial Railway Company's fare from Cainsville to Alberton, Ont.

6179. Brantford and Hamilton Radial Railway advertising half fares to the Fall Fair at Ancaster, Ont., and yet charging regular single fare each way to passengers who have to get on at stations where there are no agents.

6180. Passengers boarding the Brantford and Hamilton Radial Railway cars at stations where there are no agents being unable to buy return tickets on the car.

6181. Canadian Pacific Railway Company reducing the number of sectionmen on its line in the district of Nominingue, Que.

6182. Delay in transit to shipment of hay from Trout Lake via Gerrard, to Nelson, B.C.

6183. Canadian Pacific Railway Company locking doors of Walton Station, Ont., at six p.m.

6184. Car shortage at Rokeby Station, Sask., on the line of the Canadian Pacific Railway.

6185. Car shortage at Copeland Station (Raymore) Sask., on the Winnipeg-Saskatoon Line of the Grand Trunk Pacific Railway Company.

6186. Train service between Port Burwell and Ingersoll, Ont., on the Tillsonburg, Lake Erie and Pacific Railway.

6187. Station being closed at 5.45 P.M. and agent removed at Straffordville Station, Ont., on the line of the Tilsonburg, Lake Erie and Pacific Railway Company.

6188. Damage to property on account of Canadian Pacific Railway Company building a culvert at Sugas, N.B.

6189. Refusal of the Norfolk and Tillsonburg Telephone Company to give complainant telephone service to his residence at Delhi, Ont.

6190. Car shortage at Fiske, Sask., on the line of the Canadian Northern Railway.

6191. Car shortage at Otthon, Sask., on the line of the Grand Trunk Pacific Railway Company.

6192. Car shortage at Alsask, Sask., on the line of the Canadian Northern Railway Company.

6193. Car shortage at Sovereign, Sask., on the line of the Canadian Pacific Railway Company.

6194. Rate charged on a car of celery shipped from Red Creek, N.Y., to Montreal, Que.

6195. Rate charged on shipment of apples from Brockport, N.Y., to Montreal, Que.

6196. Bell Telephone Company charging a fee of $2 per key in addition to regular contract price for a certain number of phones with two lines.

6197. Car shortage at High Prairie, Alta., on the line of the Edmonton, Dunvegan and British Columbia Railway Company.

6198. Canadian Pacific Railway Company's station at Blyth, Ont., being closed at 6 p.m.

6199. Canadian Pacific Railway Company's train service between North Bay and Ottawa. Ont.

6200. Rate charged on ore shipped from Princeton to Greenwood, B.C., via the Kettle Valley Railway.

6201. Supplement No. 2 of C.P.R. Tariff No. E-1776, advancing the class rates from all points on the Sault and Kingston subdivisions of the Canadian Pacific Railway Company to Albany, Troy, New York, Philadelphia, Baltimore, Washington, D.C., and Norfolk, Va.

6202. Bell Telephone Company having raised the rate for telephone service to the Post Office Inspector at Kingston, Ont.

6203. Car shortage at Rosetown, Sask., on the lines of the Canadian Pacific Railway Company and the Canadian Northern Railway Company.

6204. Car shortage at Harris, Sask., on the line of the Canadian Northern Railway Company.

6205. Car shortage at Pelly, Sask., on the line of the Canadian Northern Railway Company.

6206. Classification of Calf Meal.

6207. Shunting and running of Canadian Pacific Railway Company's trains in the vicinity of Queen St., Lindsay, Ont.

6208. British Columbia Electric Railway Company having published notice that service on Fraser Valley and Southern Railway (Burnaby Lake line) would be reduced from hourly to two hourly service on December 15, 1915.

6209. Rate charged by the Canadian Pacific Railway Company on shipment of steel wire from St. Henri, Que., to Vancouver, B.C.

6210. Bridge on the Portage Road over the right of way of the Niagara, St. Catharines and Toronto Railway Company being in a dangerous condition.

6211. Niagara, St. Catharines and Toronto Railway Company not recognizing the original road allowance east of the Township Line in the Township of Stamford, Ont., as a regular stop or as a crossing.

6212. Matter of Intermediate switching at Coburg.

6213. Manner of fastening of electric power wires at points where same cross railway tracks.

6214. Grand Trunk Railway Company's Tariff C.R.C. E-3287 and Canadian Pacific Railway Company's Tariff C.R.C. E-3068 milling in transit tariffs ex lake ports, making advances in charges for haul out of the direct run.

6215. Dominion Express Company's rate on condensed milk from Beachville, Ont., to Toronto, Ont.

6216. Grand Trunk Railway Company employees attaching C.O.D. checks to crate of trained dogs, thus causing inconveniences to complainant.

6217. Grand Trunk Railway Company charging $1 car rental, on car of cement.

6218. Canadian Pacific Railway Company's train service east and west of Pembroke, Ont.

6219. Canadian Pacific Railway Company changing tariffs, thus increasing the switching rates on cars of material shipped over the G.T.R. to Toronto, Ont., and later transferred by the C.P.R. to private sidings.

6220. Canadian Pacific Railway Company's charges for unloading and cleaning on a car of cattle shipped from Point Fortune, Que., to East End Stock Yards, Montreal, Que.

6221. Quebec, Montreal and Southern Railway Company's rates on hay between Yamaska and Chateauguay, Que.

6222. Canadian Pacific Railway Company's delay in settling claim for freight overcharge on a shipment from Long Leaf, Louisiana, to Trenton, Ont.

6223. Distribution of cars by the Canadian Northern Railway Company at Sturgis, Sask.

6224. Car shortage at Sturgis, Sask., on the line of the Canadian Northern Railway Company.

6225. Distribution of cars on the Grand Trunk Pacific Railway at Yarbo, B.C.

6226. Damage caused by the construction of the Edmonton, Dunvegan and British Columbia Railway in Section 24-78-6, W. 6 M., Spirit River, Alta.

6227. Conductor on G.T.R. train No. 91, locking the doors on the first two day coaches from engine, before the train reaches Sunnyside Station, Ont., until after the tickets have been collected.

6228. Grand Trunk Railway Company not giving notification of the arrival of shipments at destination, yet reckoning their demurrage charges from time of arrival of cars.

6229. Canadian Pacific Railway Company's proposed closing of station at Two Creeks, Manitoba.

6230. Car shortage at Bruno, Sask., on the line of the Canadian Northern Railway Company.

6231. Car shortage at Loyalist, Alta., on the line of the Canadian Pacific Railway Company.

6232. Canadian Pacific Railway Company's rates on coal, and other commodities (except hay and feed) to Crawford, B.C.

6233. Car shortage at Denholm, Sask. on the Shellbrook Branch of the Canadian Pacific Railway Company.

6234. Pere Marquette Railway Company charging minimum weight of 80,000 pounds on a carload of moulding sand, when the utmost capacity of the car was 71,000 pounds scale weight.

6235. Station accommodation at Canfield, Ont., on the line of the Grand Trunk Railway Company.

6236. Locomotive foreman of the Canadian Northern Railway Company at Winnipeg, Man., running engines without a fireman and without passing the necessary qualifying examinations as a locomotive engineer.

6237. Charges on a shipment containing Christmas presents from Glasgow, Scotland to Golden, B.C.

6238. Grand Trunk Railway Company's crossing at Talbot Road, Canfield, Ont., being dangerous.

6239. Michigan Central and Toronto, Hamilton & Buffalo Railway Companies' freight rate on hay and straw from Hagersville to Bartonville, Ont.

6240. Car shortage at Wroxton, Sask., on the line of the Canadian Northern Railway Company.

6241. Canadian Northern Railway Company's refusal to construct a shelter to replace the one which was destroyed by fire at Ryerson, Sask.

6242. Notification received by the complainants from the Canadian Northern Railway Company, that hereafter they must keep their siding in repair, although heretofore the Central Ontario Railway Company had maintained this siding in repair at their own expense.

6243. Boston and Maine Railway Company's inability to supply cars for the complainant at Sherbrooke, Que.

6244. Canadian Northern and Canadian Pacific Railway Companies charging excessive rates on carload of coal from Rosedale, Alta. to Golden, B.C.

6245. Canadian Northern and Grand Trunk Pacific Railway Companies' rate on potatoes from points east of Calgary to Winnipeg, Manitoba and Fort William, Ont.

6246. Canadian Pacific Railway Company's rate on a shipment of effects shipped from Murillo, Ont. to Cartwright, Man.

6247. Alleged unjust demurrage charges assessed by the Canadian Pacific Railway Company on cars of coal consigned to Saskatoon, Sask.

6248. Car shortage at Woodhouse, Alta., on the line of the Canadian Pacific Railway Company.

6249. Canadian Pacific Railway Company's proposed discontinuance of the daily way freight train service between Kingston and Renfrew, Ont.

6250. Car shortage at Brisban Siding between Harris and Zealandia, Sask., on the Canadian Northern Goose Lake Line.

6251. Car shortage at Eaton, Sask., on the Kindersley Subdivision of the Canadian Northern Railway Company.

6252. Export rates on lumber.

6253. Rates charged by the Canadian Express Company from Georgetown, Ont., to Hull, Que.

6254. Dangerous crossing near the Intercolonial Railway Company's station at Cap St. Ignace, Que.

6255. Refusal of Bell Telephone Company to install a telephone instrument in the complainant's house in Toronto.

6256. Grand Trunk Pacific Railway Company's loading platform at Green Siding (Marengo, Sask.) being unsafe.

6257. Freight train service furnished by the Canadian Pacific Railway Company on its Wetaskiwin Branch.

6258. Premier Coal Company taking coal from underneath spur line of the complainants.

6259. Canadian Northern Railway Company's crossing at Main Street, Vegreville, Alta.

6260. Lack of lighting of cars and insufficiency of accommodation on the Toronto, Guelph, Owen Sound passenger trains of the Grand Trunk Railway Company.

6261. Car shortage at Wolseley, Sask., on the line of the Canadian Pacific Railway Company.

6262. Car shortage at Girvin, Sask., on the Regina-Saskatoon Line of the Canadian Northern Railway Company.

6263. Switching charge assessed on a car of coal destined to Golden, B.C., but hauled to Drumheller to be weighed by the Canadian Pacific Railway Company.

6264. Canadian Northern and Grand Trunk Railway Companies charging excessive freight on a shipment of thoroughbred horses from Prince Albert, Sask., to Brussels, Ont.

6265. Proposed action of the express companies in connection with amendment to special fish tariffs.

6266. Dominion Express Company issuing notice relative to proposed changes in fish tariffs.

6267. Freight rate charged by the Canadian Northern Railway Company on an engine shipped from Dauphin, Manitoba, to Abby, Sask.

6268. Board of Highway Commissioners' complaint that it has not been notified of any application or order with reference to road diversion on the Canadian Northern Railway.

6269. Car shortage at Wiseton, Sask., on the line of the Canadian Northern Railway Company.

6270. Train service on the Virden-McAuley extension of the Canadian Pacific Railway Company.

6271. Condition of station and platform at Tavistock, Ont., on the line of the Grand Trunk Railway Company.

6272. Condition of Canadian Pacific Railway Company's gate on the complainant's property at Ste. Anne de La Parade, Que.

6273. Water at mileage 29.8, on the line of the Georgian Bay and Seaboard Railway Company, flooding the road allowance in the Township of Eldon, Ont.

6274. Canadian Northern Railway Company's train and mail service on the Winnipegosis Branch.

6275. Treatment received at the hands of the Grand Trunk Pacific Railway Company in connection with stock at Birtle, Man.

6276. Grand Trunk Pacific Railway Company refusing to recognize claim for overcharge on oats in a shipment of hogs and oats, in one car from Edmonton, Alta.

6277. Contract submitted by the Bell Telephone Company which includes certain charges for connections.

6278. Canadian Northern Railway Company's train service at L'Orignal, Ont.

6279. Classification and rates on iron toys.

6280. Grand Trunk Pacific Railway Company's proposed closing of Willow River Station, B.C.

6281. Canadian Pacific Railway Company collecting $6.25 additional at Montreal, Que., on a ticket purchased at Vancouver, B.C., good between Vancouver, B.C., and Halifax, N.S.

6282. Grand Trunk Railway Company's freight rate on a ditching machine which was shipped from Enterprise, Man., to Guelph, Ont.

6283. Canadian Northern Railway Company receiving guaranteed bonds for the building of a branch line of railway west from Shellbrook, Sask., and subsequently using the proceeds to expedite work in other places, the branch line remaining untouched.

6284. Car shortage at Nobleford, Alta., on the line of the Lethbridge to Calgary branch of the Canadian Pacific Railway Company.

6285. Car shortage at Barons, Alta., on the Lethbridge to Calgary branch of the Canadian Pacific Railway Company.

6286. Canadian Pacific Railway Company's proposed closing of Whitla Station, Alta.

6287. Grand Trunk Railway Company's service for transportation of hogs from Toronto, Ont., to Montreal, Que.

6288. Canadian Northern Railway Company removing planking at public road crossing between the Villages of Leask and Marcelin, Sask.

6289. Car shortage at Abernethy, Sask., on the Verden to Saskatoon line of the Canadian Pacific Railway Company.

6290. Canadian Northern Railway Company not furnishing fuel for use in the Shelter at Tiny, Sask.

6291. Canadian Northern Railway Company's switching charges at Drumheller, Alta.

6292. Inability to use switch on the Niagara, St. Catharines and Toronto Railway owing to there being no through tariff (joint rates) either with the Canadian Pacific Railway Company or the Grand Trunk Railway Company.

6293. Canadian Northern Railway Company asking excessive charges for a site upon which to erect a coal bin.

6294. Canadian Pacific Railway Company, Canadian Northern Railway Company and Grand Trunk Pacific Railway Company's circular cancelling all free return transportation for live stock shippers west of Port Arthur, Ont.

6295. Grand Trunk Railway Company's culvert not being large enough to properly drain complainant's land, Lot 5, Concession 3, Township of Kinloss, Ont.

6296. Administration of the Victoria Bridge by the Grand Trunk Railway System.

6297. Non-completion of Canadian Pacific Railway Company's line, Empress to Acme, Alta.

6298. Train service on the Lulu Island line of the Vancouver, Fraser Valley and Southern Railway Company between Eburne and Westminster, B.C.

6299. Refusal of the Bell Telephone Company to give the Machine Telephone Company connections for long distance business.

6300. Discrimination in favour of shipments of live lobsters from Halifax, N.S., to Detroit, Mich.

6301. Discrimination against Dominion Government Railway (I.C.R.) on account of having to route shipments via Canadian Pacific Railway in order to get space on its steamships from West St. John, N.B.

6302. Proposed reduction in freight rate on iron and steel scrap, from the Western Provinces to the mills in Ontario and Quebec.

6303. Canadian Northern Express Company exacting an express rate of $2 per 100 pounds from Preeceville to Canora, Sask., which was old rate when parcels were sent around by longer route.

6304. Canadian Northern Railway Company's lack of fencing from mile 7 to 18 west of Tollerton, Alta.

6305. Grand Trunk Railway Company's delay in transferring car of coal to the Canadian Northern Railway at Toronto, Ont.

6306. Closing of the Great North Western Telegraph Company's office at Hagersville, Ont.

6307. Car shortage at Radville, Sask., on the line of the Canadian Pacific Railway Company.

6308. Delay to mail caused by the Canadian Pacific Railway Company's reduction in train service between Pembroke and North Bay, Ont.

6309. Refusal of the Canadian Northern Express Company to return parcel free of cost from Chamberlain, Sask., to Winnipeg, Man., the point of shipment, when the express company had failed to give any notification of arrival of parcel at Chamberlain, Sask.

6310. Refusal of Canadian Northern Railway Company to give a refund for unused portions of tickets, Toronto to Lyn, Ont.

6311. Car shortage at Bengough, Sask., on the line of the Canadian Northern Railway Company.

6312. Refusal of the Grand Trunk Railway and the Canadian Pacific Railway Company to accept shipments of explosives from the Canadian Northern Railway Company.

6313. Proposed tariff of Canadian Railway Companies, effective February 1, 1916, whereby an additional charge is made for heated car service.

6314. Inability to secure settlement of claim for loss of baggage on a journey from W. St. Johns, N.B., to Alsask, Sask., over the Intercolonial, Grand Trunk, and Canadian Northern Railway Companies.

6315. Delay in transit to shipment of furniture from Montreal, Que., to Talher, Alta., via Edmonton, Alta., over the lines of the Canadian Pacific and the Edmonton, Dunvegan and British Columbia Railway Company.

6316. Canadian Pacific Railway Company's freight rates from Kingston, Ont., to Arden, Kaladar and Sulphide, Ont.

6317. Excessive customs entry fee collected by the Dominion Express Company on a shipment of raw furs from Golden, B.C., to Corry, Penn.

6318. Refusal of the Grand Trunk Railway Company to give the complainant a crossing on his farm, Township of Sidney, Ont.

6319. Joint rate on pulpwood over the Canadian Northern and Grand Trunk Railway Company from Desaulniers to Thorold and Merriton, Ont., as compared with rate on same commodity over the Temiskaming and Northern Ontario Railway for a similar distance.

6320. Canadian Northern Express Company's rates on butter.

6321. Inability of complainant to get his money from the Canadian Northern Express Company on a C.O.D. shipment of furs for which the said Canadian Northern Express Company failed to collect the charges.

6322. Removal of station agent from Blucher Station, Sask., by the Canadian Pacific Railway Company.

6323. Grand Trunk Railway Company's Supplement No. 8 to G.T.R. C.R.C. No. E-2962 and Supplement No. 15 to G.T.R. C.R.C. No. E-2977, effective February 15, 1916, eliminating the Duluth Gateway in connection with business to and from points on the C.N.R. while maintaining service via the Emerson-Winnipeg Gateway.

6324. Canadian Pacific Railway Company's freight rates on lumber from Markdale to Chatham, Ont.

6325. Canadian Northern Railway Company's Bulletin No. 47 in matter of engines double heading on freight trains.

6326. Proposed Grand Trunk Pacific Railway through terminal rates to Ketchican, Alaska.

6327. Carload shipments of cotton from the Southern States being split up and arriving at complainant's mills in less than carload lots, resulting in a cartage charge of four cents per hundred pounds.

6328. Canadian Northern Railway Company's lack of fencing north of Glencairn, Man.

6329. Grand Trunk Railway Company's agent refusing to place cars for unloading on siding at Glen Robertson, Ont.

6330. Classification and rating given to shipments of wool in bales over the Canadian Northern Railway Company's line.

6331. Canadian Northern Railway Company's refusal to settle claim for freight overcharge on a shipment of apples and vegetables from Saskatoon to Forgan, Sask.

6332. Grand Trunk Pacific Railway Company's refusal to settle claim for freight overcharge on shipment of coal shipped from Entwistle, Alta., to Gallivan, Sask.

6333. Shortage of cars and train service between O'Brien and Hervey Junction, Que., on the line of the Transcontinental Railway Company.

6334. Complainants being required to keep gates closed in winter on account of snow not being cleared away, on the line of the Canadian Pacific Railway Company, in the Parish of Grondines, Que.

6335. Discrimination against the London and Port Stanley Railway Company in matter of rates and divisions on coal traffic.

6336. Freight rates on lumber, carload lots, Dayton, Ont., to Detroit, Mich.

6337. Treatment received at the hands of the Canadian Northern Express Company in connection with collection of C.O.D. charges on a diamond pin shipped to Spokane, Wash., U.S.A.

6338. Train service on the Trenton to Maynooth portion of the Central Ontario Railway Branch of the Canadian Northern Ontario Railway Company.

6339. Canadian Pacific Railway Company not keeping the crossing at Big Bend Road, north of Revelstoke, B.C., clear of snow and ice.

6340. Car shortage at Champion, Alta., on the Lethbridge to Calgary line of the Canadian Pacific Railway.

6341. Michigan Central Railroad Company's refusal to take tank cars from the Canadian Pacific Railway Company.

6342. Great North Western Telegraph Company refusing deferred L.C.O. messages to England unless the complainants undertake to give some full rate messages.

6343. Car shortage at Dropmore, Man., on the line of the Canadian Northern Railway Company.

6344. Circular W. 1-A. issued by Canadian Pacific Railway Company of Western Canada covering general instructions to freight agents in connection with freight traffic regulations and matter of brokerage fees for entering shipments of merchandise and household goods, U. S. Customs.

6345. Car shortage at Forgan, Sask., on the line of the Canadian Northern Railway Company.

6346. Dangerous public entrance to Grand Trunk Railway station at Bridgeburg, Ont.

6347. Railway companies figuring freight on timbers used in supporting automobiles in the car.

6348. Grand Trunk Railway Company's delay in delivering freight.

6349. Bell Telephone Company's charges for interchange of service.

6350. Shortage of fuel cars on the Lyleton Branch of the Canadian Pacific Railway Company.

6351. Car shortage at Glenavon, Sask., on the line of the Canadian Northern Railway Company.

6352. Grand Trunk Pacific Railway Company's poor service and discrimination in matter of hauling coal into Calgary, Alta.

6353. Rates on cut glass ware.

6354. Car shortage at Flaxcombe, Sask., on the line of the Canadian Northern Railway Company.

6355. Canadian Northern Railway Company's accommodation for handling of large quantities of grain at Aylesbury, Sask.

6356. Fires in the Province of Alberta, set by the Canadian Pacific Railway.

6357. Fires along the Canadian Northern Railway near Elrose, Sask.

6358. Fire on the line of the Canadian Northern Railway Company at MacRorie, Sask.

6359. Fire caused by the Canadian Northern Railway Company at Wartime, Sask.

6360. Michigan Central Railway Company demanding additional freight charges on wood shipped from Dunnville to Niagara, Ont.

6361. Detroit and Toledo Shore Line Railroad and the Grand Trunk Railway Company's delay in settling claim for freight overcharge on shipment of poles from Killaloe, Ont., to Toledo, Ohio.

6362. Grand Trunk Railway Company asking additional engine charge on a car of ground limestone consigned to Field, Ont.

6363. Grand Trunk Railway Company not giving notice to consignee of incoming freight.

6364. Canadian Pacific Railway Company charging complainant with railway fare after the agent giving him a pass to look after the heating of car in which he was shipping potatoes from La Salette, Ont., to Strassburg, Sask.

6365. Canadian Pacific Railway Company's train service and accommodation from Melrose to London, Ont.

6366. Condition of Canadian Pacific Railway Company's line connecting the coal mines of Bienfait, Sask.

6367. Car shortage at Speers, Sask., on the Shellbrook Section of the Canadian Northern Railway Company.

6368. Canadian Pacific Railway Company taking off the morning and evening express trains between St. Guillaume and Farnham, Que.

6369. Canadian Northern Railway Company blocking principal streets in the Village of Grenville, Que.

6370. McCreary tank in the Municipality of McCreary, Man., causing the drainage ditch to be silted.

6371. Fire caused by the Grand Trunk Pacific Railway Company in the vicinity of Calgary, Alta.

6372. Car shortage at Erncliffe, Man., on the line of the Canadian Northern Railway Company.

6373. Canadian Northern Railway Company's refusal to settle claim for steer killed on their right of way.

6374. Fire caused by Canadian Northern Railway Company's engine in the vicinity of Bryant, Sask.

6375. Car shortage at Heisler, Alta., on the line of the Canadian Northern Railway Company.

6376. Car shortage at Deepdale, Man., on the line of the Canadian Northern Railway Company.

6377. Car shortage at Angusville, Manitoba, on the line of the Canadian Northern Railway Company.

6378. Car shortage at Merid, Sask., on the line of the Canadian Northern Railway Company.

6379. Station accommodation at Adirondack Junction, Caughnawaga, Que., on the line of the Canadian Pacific Railway Company.

6380. Inability of complainant to secure telephone connections with a rural line as he is living just outside the dividing line between the rural line and the Bell Telephone Company's district.

6381. Delay in transit and difficulty of getting cars of coal delivered at Brigden, Ont.

6382. Car shortage at Mervin, Sask., on the line of the Canadian Northern Railway Company.

6383. Canadian Northern Ontario Railway Company's delay in delivering car No. 45350, loaded with paper from Portneuf and consigned to Mile End, Que.

6384. Loss sustained on account of Canadian Northern Railway Company's delay in delivering shipments of hogs into Winnipeg, Man.

6385. Train service supplied by the Canadian Pacific Railway Company on its Varcoe Branch.

6386. Refusal of Canadian Express Company to reimburse complainant for overcoat missing from a trunk shipped from South Porcupine to Toronto, Ont.

6387. Delay in transit to cars of coal consigned to various Canadian points via Black Rock, over the line of the Grand Trunk Railway Company.

6388. Crossing over the Temiscouata Railway Company's line between complainant's property and the public highway being continually blocked with snow.

6389. Canadian Pacific Railway Company (Coronation Branch) charging excessive freight rates to Lorraine, Alta.

6390. Proposed Supplement No. 1 to C.P.R. Tariff E-2570, C.R.C., E-2935, under which it is proposed to eliminate peas (whole) from the domestic list of commodities on which grain rates apply.

6391. Canadian Pacific Railway Company's delay in repairing fences on Section 22-44-2, W. 3 M., Duck Lake, Man.

6392. Refusal of railway companies to give rates to New York and to book contracts via St. John or Halifax for the shipment of metal arsenic and nickel oxide.

6393. Bell Telephone Company charging business rate for telephone service in schools, in St. Malo, Que.

6394. Canadian Pacific Railway Company's time-table showing nothing to indicate connections with the Michigan Central Railway at Windsor, Ont., for through train to Chicago, Ill., over the C.P.R., and M.C.R. lines.

6395. Lack of protection at Grand Trunk Railway crossing of the side road at Bronte Station, Ont.

6396. Refusal of Canadian Northern Railway Company to give complainant a cattle pass on his property in Aldersyde, Alta.

6397. Bell Telephone Company asking a business rate for telephone service in residence where there are roomers.

6398. Bell Telephone Company failing to place complainant's name in alphabetical order in the telephone directory.

6399. Grand Trunk Railway Company's Tariffs Sup. No. 20 to C.R.C. No. E-1860, Sup. No. 21 to C.R.C. No. E-1861 and Sup. No. 13 to C.R.C. No. E-1872 which propose to increase rates on peas to Eastern United States points.

6400. Great Northern Railway Company charging unreasonable rate on lumber from complainant's mill at Rychey's Spur to Grand Forks, B.C.

6401. Michigan Central Railway Company refusing passenger interchange at St. Thomas, Ont.

6402. Canadian Pacific Railway Company refusing to furnish equipment to handle large contracts made with foreign buyers.

6403. Canadian Pacific Railway Company's irregularity in handling grain order book at Gull Lake, Sask.

6404. Lumber camp men having access to liquor at stations, thereby getting intoxicated on railway premises and becoming a nuisance to the public.

6405. Quebec Oriental Railway Company having no whistle post at a very dangerous cut and curve in the vicinity of Gascons, Que.

6406. Bell Telephone Company charging a business rate for telephone service in a religious institution.

6407. Grand Trunk Railway Company refusing to accept a car consigned to Prince Albert, freight collect, stating that freight to Canadian Northern points must be prepaid.

6408. Car situation and lack of an agent at Fairmount Station, Sask., on the line of the Canadian Northern Railway Company.

6409. Freight rate and classification on signs as called for by the Canadian Freight Classification.

6410. Freight rates on lime.

6411. Lighting of the approaches to the Grand Trunk Railway Company's yard at Hanover, Ontario.

6412. Canadian Pacific Railway Company's failure to settle claim for freight overcharge on shipments of coal from Rosedale, Alta., to Golden, B.C.

6413. Bell Telephone Company asking business rate to install telephone in complainant's home at Toronto, Ont.

6414. Refusal of Canadian Pacific Railway lake steamers to call at fruit shippers' wharf at Peachland, B.C.

6415. Grand Trunk and Canadian Pacific Railway Companies' refusal to settle for freight overcharges on car of settler's effects from Meaford, Ont., to Glenside, Sask.

6416. Condition of Canadian Northern Railway Company's station at Carmel, Sask.

6417. Canadian Pacific Railway Company's refusal to settle for claim for demurrage charges assessed on a car of potatoes.

6418. Canadian Northern Railway Company charging demurrage on a car of grain loaded at Zealandia for shipment to Sakatoon, Sask.

6419. Car shortage on the Gravelbourg subdivision of the Canadian Northern Railway Company for the shipment of grain.

6420. Car shortage at Hyas, Sask., on the line of the Canadian Northern Railway Company.

6421. Canadian Pacific Railway Company's delay in delivering shipments of oil to Quyon, Que.

6422. Elevators at Viceroy, Sask., being tied up owing to serious car shortage on the line of the Canadian Pacific Railway Company.

6423. Car shortage at Lloydminster, Sask., on the line of the Canadian Northern Railway Company.

6424. Inability of complainants to load a 36 foot flat car with logs to a minimum of 50,000 pounds and thus having to pay freight on weights they do not ship.

6425. New York Central Railway Company refusing to take stock cars back to Finch, Ont., for shipment to Montreal at night of the day loaded.

6426. Refusal of Canadian Pacific Railway Company to move cars of wood from Alcove, Que., until the snow is off the ground.

6427. Delay in transit to car of coal which is to be transferred from the Grand Trunk Railway Company to the Canadian Northern Railway Company, but still in the Grand Trunk Railway yard on account of dispute between the two companies as to who should clean out the lead.

6428. Canadian Northern Railway car No. 43012, loaded with hay at Moscow and consigned to Cordova Mines, Ont., being held up at Central Ontario Junction.

6429. Refusal of Canadian Pacific Railway Company to haul a carload of cattle from the Canadian Northern Railway Terminals to the stock yards, Montreal, Que.

6430. Car shortage on the Swift Current to Cabri line, Vanguard branch of the Canadian Pacific Railway.

6431. Canadian Northern Express Company charging a rate of 40 cents on fruit from Trenton to Picton, ex the Niagara District.

6432. Canadian Pacific Railway Company's Tariff C.R.C. No. E-2929 advancing rates on paper to United States points.

6433. Suspension of traffic on the Esquimalt and Nanaimo Railway, Parkville to Alberni, resulting in shortage of cattle feed at Hilliers.

6434. Treatment received at the hands of the Canadian Northern Railway Company in connection with seizure of a car of coal.

6435. Canadian Northern Railway Company's refusal to settle for overcharge on a shipment of corn.

6436. Car shortage at Retlaw, Alta., on the line of the Canadian Pacific Railway Company.

6437. Canadian Pacific Railway Company's Tariff W-2866 C.R.C. 1806, increasing minimum on car lots from 30,000 to 35,000 pounds.

6438. Difficulty with the Windsor, Essex and Lake Shore Rapid Railway Company in the matter of a switch to the complainant's plant and rates on brick and tile.

6439. Car shortage at Craigmyle, Alta., on the Saskatoon to Calgary line of the Canadian Northern Railway Company.

6440. Car shortage at Riding Mountain, Man., on the line of the Canadian Northern Railway Company.

6441. Pere Marquette and London and Port Stanley Railway Companies' rates on live hogs.

6442. Grand Trunk Railway Company's system of handling shipments of lumber to the complainants' yards in Meaford, Ont.

6443. Car shortage at Chinook and Youngstown, Alta., on the Saskatoon to Calgary line of the Canadian Northern Railway Company.

6444. Canadian Northern Railway Company's train service on its Dalmeny-Carlton Branch.

6445. Approaches to station and yards at Munson, Alta., on the line of the Canadian Northern Railway Company.

6446. Embargo placed on the MacLeod and Aldersyde subdivisions of the Canadian Pacific Railway Company which causes damage to the City of Lethbridge, Alberta, with regard to grain shipments.

6447. Atlantic, Quebec and Western Railway Company killing cattle at a crossing where the cattle guards have all been removed at Cape Despair, Gaspé County, Que.

6448. Michigan Central Railway Company not supplying complainant with cars on account of clearance at loading platform not being according to the standard set by the Board.

6449. Refusal of the Bell Telephone Company to give a continuous service at Burks Falls, Ont., unless there are 100 subscribers.

6450. Delay of the railway companies in transporting hay and oats to the Eastern seaboard for the Allies.

6451. Canadian Northern Railway Company's delay in settling claim for thoroughbred horses killed at a point where the railway company had removed the cattle guards, near Waseca, Sask.

6452. Car shortage at Kitscoty, Alta., on the line of the Canadian Northern Railway Company.

6453. Car shortage at Lethbridge, Alta.

6454. Intercolonial Railway and Canadian Pacific Railway Company's rates for Harvest Excursions.

6455. Great North Western Telegraph Company's delay in delivering telegrams received at Listowel, Ont.

6456. Canadian Northern Railway Company's refusal to supply cars, except foreign, unless final destination is on the Canadian Northern Railway line.

6457. Lack of proper facilities and accommodation for the convenience of the public at Piapot Station, Sask., on the line of the Canadian Pacific Railway Company.

APPENDIX "B."

LIST OF APPLICATIONS HEARD AT PUBLIC SITTINGS OF THE BOARD FOR THE YEAR ENDING MARCH 31, 1916.

5423. Complaint of the Cuneo Fruit and Importing Company, Limited, of Toronto, Ontario, against discrimination shown by the Grand Trunk Railway Company in the matter of fruit stalls in the old Western Railway station at the foot of Yonge Street, Toronto, Ont. (File No. 25682.)

Order made dismissing the complaint. See Judgment of Chief Commissioner, Appendix "C."

5424. Application of the Canadian Pacific Railway Company for a declaration that the toll prescribed by Rule One of the Canadian Car Service Rules approved under General Order No. 1 of the Board, applies to all cars the contents of which are intended for furtherance by any steamship and which are held on the tracks of the Applicant company at Fort William, under load, beyond the free time allowed, under the said rules. (File No. 1700.93.)

Application struck out with leave granted to the applicant to renew the request at any time.

5425. Railway companies subject to the jurisdiction of the Board will be required to show cause why an Order should not be issued requiring such companies to repay to every ticket holder within thirty days from demand, the cost of any ticket unused in whole or in part, less the original fare for the distance for which such ticket has been used. (File No. 22589.)

Order made that every railway company subject to the Board's jurisdiction repay to every holder of a ticket over its railway, within thirty days from demand in the case of a single line ticket, and within sixty days from demand in the case of a joint ticket, the cost of the said ticket if unused in whole or in part, less the regular fare for the distance for which such ticket may have been used; and affixing a penalty of $25 for failure. See General Order No. 143.

5426. Complaint of Rev. Father H. Desroches, of Quebec, Que., against the practice of the Bell Telephone Company in charging the Business rate for telephones installed in the residence of priests. (File No. 3574.140.)

See Judgment of Assistant Chief Commissioner, dated July 8, 1915, Appendix "C."

5427. Application of William Holmes Brown, of Quebec, Que., under Sections 284, 331, 332, 339 and 395, for an Order directing the Quebec and Lake St. John Railway Company to sell ten trip series of tickets from Quebec to St. Catherines Station, at a rate of forty cents each. (File No. 1115.9.)

Order made refusing the application. See Order No. 23877.

5428. Application of the C. L. O. and W. Railway Company, under Section 178, for authority to expropriate, for the purpose of carrying out diversion of Dundas Street, in the City of Belleville, Ont., certain lands, being parts of Lots 11, 12, 13, 14, 15, 16, 17 and 18 on the north side of Willard Street and part of Lot No. 10 on the south side of Willard Street, Belleville, Ont. (File No. 3701.377.)

Board directed the Canadian Pacific Railway Company to have the matter disposed of by the 1st June, 1916.

5429. In the matter of the application of the Municipality of Chapple, Ont., for an Order directing the Canadian Northern Railway Company to extend the loading track at Barwick, Ont.

(Note.) The Canadian Northern Railway Company will be required to show cause why Order No. 22718, dated 16th of October, 1914, should not be complied with. (File No. 6695.)

Order made that the Canadian Northern Railway Company extend the said loading track at Barwick, Ont., a distance of 400 feet; work to be completed by August 31, 1915. Order No. 22718, dated October 16, 1914, rescinded. See Order No. 23999.

5430. Consideration of the matter of requiring railway companies to provide hand rails on cabs of locomotives and foot rests around same at the same elevation as the running boards, also hand rails on tenders of certain types of locomotives. (File No. 22223.)

Judgment reserved. Matter referred to Board's Chief Operating Officer to report.

5431. Application of the Rural Municipality of Montcalm, Man., for an Order directing the Canadian Northern Railway Company to construct and maintain a proper and suitable crossing over the tracks of the Hope Farm Spur of the Northern Pacific and Manitoba Railway Company along the southerly limit of the Dominion Government road allowance lying to the north of Lot 191, Parish of St. Agathe, in said Municipality of Montcalm, Man., or for an Order authorizing the said Municipality to construct and maintain such crossing. (File No. 26497.)

Order made that the Canadian Northern Railway Company construct a highway crossing over the tracks of its Hope Farm Spur along the southern limit of the Dominion Government road allowance in the Parish of St. Agathe, in the Municipality of Montcalm and Province of Manitoba; the maintenance of the crossing to be borne and paid by the Municipality of Montcalm. See Order 24544.

5432. Application of Paul Wood and others, residents of the Village of Sifton, Manitoba, for an Order directing the Canadian Northern Railway Company to put in proper and sanitary condition the right of way and ditches in the vicinity of Sifton, Man. (File No. 26445.)

No Order made; the Canadian Northern Railway Company undertaking to remedy the defects. Board's Inspector to see that the work is done in accordance with the Board's standard.

5433. Application of William Bell, Winnipeg, Man., for an Order requiring the Canadian Northern Railway Company to prosecute proceedings to ascertain compensation payable to him for land taken for right of way purposes in Lot 44, Block "D," Plan 680, lying between the right of way of the railway company and Jubilee Avenue, and for an Order rescinding Order of the Board No. 19120, dated 26th April, 1913. (File No. 20311.7.)

Under agreement between the parties the questions in issue referred to the Board's Assistant Engineer for investigation and report.

5434. In the matter of further protection to be provided at the highway known as the Pembina Highway Crossing west of Fort Rouge yards on the line of the Canadian Northern Railway Company, Winnipeg, Man. (File No. 20311.1.)

The Canadian Northern Railway Company undertook to install gates by the 1st July, 1916. When the work is completed an Order will be made directing the payment of 20 per cent of the cost out of the Railway Grade Crossing Fund.

5435. Application of the City of Winnipeg, Man., for an Order directing the Canadian Northern Railway Company to complete the work to be done at Bell Avenue according to plans approved by the Board in connection with the grade separation at the north approach to the Norwood Bridge, and also directing the said railway company to place in good condition for traffic the outlet from Bell Avenue north of Main Street as well as south to the bridge. (File No. 15613.)

Order made granting the application upon the conditions set out in the Order; 20 per cent of the cost of the additional work to be paid out of the Railway Grade Crossing Fund; 30 per cent of the remainder to be paid by the Canadian Northern

Railway Company; 30 per cent by the City of Winnipeg; 30 per cent by the City of St. Boniface and 10 per cent by the Winnipeg Electric Railway Company. See Order No. 24627.

5436. Application of the Rural Municipality of Fort Garry, Man., for an Order directing the Canadian Northern Railway Company to construct and maintain a proper and suitable street crossing over the tracks of said railway company along the westerly limit of Lot 78, Parish of St. Norbert, in said Municipality or for an Order authorizing the said Municipality to construct and maintain such crossing. (File No. 26418.)

Order made authorizing the Canadian Northern Railway Company to construct a highway crossing over its railway along the westerly limit of Lot 78 in the Parish of St. Norbert, in the Municipality of Fort Garry, and Province of Manitoba; the construction and maintenance of said crossing to be borne and paid by the Rural Municipality of Fort Garry, and the work to be completed by June 1, 1916. See Order 24545.

5437. Application of D. D. Campbell, Claim's Agent, Winnipeg, Man., on behalf of H. H. Blackburn, for adjustment of freight charges on eighteen cars of ties from Bannock, Sask., to Le Pas, Man. (File 25066.)

Order made refusing the application. See Order No. 24541.

5438. Application of D. D. Campbell, of Winnipeg, Man., for a re-hearing of the matter of requiring railway companies to have grain cars stencilled with a line of inches in four places on each side of the car in order to show the depth of grain in the car. (File No. 20070.)

Judgment reserved. Matter stands until after the general investigation which is being undertaken by the Grain Commission.

5439. Consideration of the question of conditions governing shipments of perishable commodities in heated cars in winter, and in re Order of the Board No. 24459, dated November 20, 1915. (File No. 23540.)

See Judgment of Assistant Chief Commissioner Scott, Appendix "C."

5440. Application of the Montreal Board of Trade Transportation Bureau, on behalf of the Gras Falls Company, for an Order directing the mileage rates on pulpwood as per Canadian Pacific Railway Company's Tariff C.R.C. No. E-2917 be applied to Cap Magdeleine, Que. (File No. 25557.)

Judgment reserved.

5441. Complaint of the Milton Pressed Brick Company against the proposed increase in the rate of the Canadian Pacific Railway Company and Grand Trunk Railway on brick from Milton to Toronto, from 3 cents to 3½ cents per 100 lbs., the schedules covering which were suspended by the Board's Order No. 19973 of August 1, 1913. (File No. 22583.)

Order made that the Canadian Pacific Railway and Grand Trunk Railway Companies, each from its respective shipping points, publish and file supplements to their tariffs, C.R.C. No. E-2900 and E-3036, respectively, showing a rate of 3½ cents per 100 pounds on bricks, in carloads of the minimum weights set out in said tariffs, from Milton and other points between Milton and Campbellville, to apply for unloading on the railway of either company at Toronto and the points to which Toronto applies as shown in said tariffs. See Order 23953.

5442. Complaint of the Milton Pressed Brick Company and the Toronto Pressed Brick and Terra Cotta Company against the increase of one half cent per 100 pounds, in the special mileage rates on brick since August 15, 1914, for distances over 90 miles to 750 miles. (File No. 24852.)

See Judgment of Commissioner S. J. McLean, dated June 17, 1915, Appendix "C."

5443. Complaint of the Canadian Manufacturers' Association and the Toronto Board of Trade against the increased rates on brick and sand from Cooksville to

Toronto which were suspended by the Board's Order No. 21327, of February 10, 1914. (File Nos. 23832 and 23833.)

Order made directing that the Board's Orders Nos. 21326 and 21327, dated February 10, 1914, in so far as they suspend the increased rates on brick, be rescinded, and directing that the Canadian Pacific Railway Company's Supplement No. 22 to Tariff C.R.C. No. E-2900 and that Grand Trunk Railway Company's Supplement No. 26 to Tariff C.R.C. No. E-3036, be allowed subject to the proviso contained in the Order. See Order 24027.

5444. Consideration of the freight rates on sugar, in carloads, from Halifax, St. John, Montreal, Wallaceburg, and Vancouver, to all points in Canada. (File No. 21714.)

Matter stands; the British Columbia Sugar Refining Company, Limited, to file a further reply.

5445. Application of the Hull Electric Company, under Section 29, for an Order amending Order No. 23447, dated March 12, 1915, by striking out the following words which occur in the fourth, fifth, sixth, and seventh lines thereof, namely: "Provided that no toll now being charged by the Applicant company for the carriage of passengers on its railway be increased unless the permission of the Board has been first obtained." (File No. 21781.)

Judgment reserved.

5446. Complaint of T. L. Lawrence, of Glenora, Manitoba, respecting the train service on the Wakopa Branch of the Canadian Northern Railway Company. (File No. 25368).

Struck off the list, no one appearing for the complainant.

5447. Application of John Allan, of Cordova, Manitoba, for an Order directing the Canadian Northern Railway Company to provide and construct a cattle pass on his property on the northwest quarter of Section 25-13-17, W. 1 M., Hallboro Branch. (File No. 8318.74.)

Matter stands to enable the interested parties to confer. If no further arrangement is reached complainant to notify the Board.

5448. Complaint of the Rural Municipality of St. Paul, Bird's Hill, Manitoba, against the Canadian Pacific Railway Company having four tracks accross Two Mile Road at the entrance to Gravel Pit. (File No. 25833.)

No order necessary, the Company having undertaken to remove the cause of complaint.

5449. Complaint of the Rural Municipality of St. Paul, Bird's Hill, Man., against the Canadian Pacific Railway Company not having any road entrance to the Bird's Hill Station. (File No. 25834.)

The C.P.R. Co. undertaking to give access to the station the Board directed that the matter should stand pending the decision of the Exchequer Court.

5450. Complaint of the Rural Municipality of St. Paul, Bird's Hill, Man., against the condition of the ditches constructed by the Canadian Pacific Railway Company to drain their main line through the Municipality of St. Paul, Man., on the East side of the Red River. (File No. 25454).

Judgment reserved. Board's Engineer to make an inspection and report.

5451. Complaint of the Rural Municipality of Ste. Anne, Man., relative to the wet condition of station grounds of the Canadian Northern Railway at that point owing to overflowing well and water tank. (File No. 25517).

The C.N.R. Co. directed to remove the cause of the complaint and to commence work by the 25th June, 1915. The Board's engineer to investigate and report.

5452. Application of the Municipal Council of Lavalee, District of Rainy River, Ont., for a hearing with reference to the reinstatement of an agent by the Canadian Northern Railway at Devlin, Ont. (File No. 15328).

Application refused.

5453. Petition of the Lakeland Grain Growers' Association, for a siding on section 32-15-9, W. 1 M., on the Delta Branch of the Canadian Northern Railway Company. (File No. 25890.)

No action taken as an agreement had been reached between the parties.

5454. Petition of the Grain Growers' Association and others of Hazelridge District asking for better station facilities and accommodation by the Canadian Pacific Railway Company at Hazelridge, Man. (File No. 22830.)

No action taken, the C.P.R. Co. undertaking to improve the station facilities at the point in question.

5455. Complaint of Joseph Rinn, of Elm Creek, Man., that the Midland Railway Company of Manitoba (Great Northern Railway Company) has neglected to erect fences on its right of way on his property. (File No. 9994.213.)

Matter referred to Board's Engineer for inspection and report as to this and any other similar cases, if any, in the same locality. The railway company directed to erect fences.

5456. *Re* North Norfolk, Manitoba, diverted crossing, Canadian Pacific Railway Company.

Application of the Rural Municipality of North Norfolk, Man., for an Order directing the Canadian Pacific Railway Company to put their portion of the roadway in proper shape and to place a time limit for the completion thereof. (File No. 20114.)

Referred to Board's Engineer to make an inspection and report in the autumn as to the condition of the road.

5457. Complaint of the Township of Neebing, Ont., relative to the matter of a proper crossing over the Canadian Northern Railway Company's line of railway between Lots 15 and 16, Township of Neebing, Ont. (File No. 9188.147.)

Order made directing the C.N.R. Co. to file with the Board a plan and profile of said railway at the point in question by the 25th June, 1915, and within 30 days after approval of said plan and profile to construct and maintain at its own expense the said highway. See Order 23750.

5458. Petition of residents and stock raisers of Hinton, Alberta, for an Order directing the Grand Trunk Pacific Railway Company to fence its right of way between mile 967 and mile 985 West of Winnipeg. (File No. 9994.83.)

Order made directing the G.T.P. Ry. Co. to erect and maintain fences on both sides of its right of way between mile 967 and mile 985 west of Winnipeg; work to be completed by July 28, 1915. See Order No. 23784.

5459. Application of the Winnipeg Sandstone Brick Co., Ltd., for approval of spur crossing Pembina street from the Canadian Northern Railway siding on the east side of the railway workshops to the Winnipeg Sandstone Brick Co., Ltd., on the opposite side of Pembina street. (Adjourned hearing.) (File No. 22434.)

Order made dismissing the application.

5460. Application of Randall, Gee & Mitchell, Limited, of Winnipeg, Man., for a re-consideration of their complaint against the refusal of the Canadian Pacific Railway Company to entertain claims for refund for the difference between construction charges and through grain rates from Torquay and Outram respectively to Fort William, Ont. (File No. 24292.)

See Judgment of the Chief Commissioner and of Commissioner S. J. McLean, Appendix "C."

5431. On complaint of the Balmoral Brick Company of Winnipeg, Man., the Canadian Pacific Railway Company to show cause why item No. 35-A, Supplement No. 25 to Commodity Tariff C.R.C. No. W. 1969, increasing the rates on brick from certain shipping points to Winnipeg or St. Boniface, to take effect March 15, should not be disallowed. (Adjourned hearing.) (File No. 25578.)

Complaint dismissed.

5462. Application of the Canadian Northern Railway Company for authority to remove siding serving the property of the Doty Engine Works Company on the south side of Notre Dame Avenue, in the City of Winnipeg, Man., east of and adjoining said Applicant's right of way. (File No. 25525.)

Application withdrawn.

5463. Application of D. D. Campbell, Claims Agent, Winnipeg, Man., in behalf of H. Blackburn, for a ruling with respect to an alleged overcharge on 18 carloads of ties from Bannock, Sask., to Le Pas, Man. (File No. 25066.)

Board directed that the C.N.R. Co. adjust the bills on a basis of actual weights subject to a minimum of 30,000 pounds. No Order necessary.

5464. Application of the Canadian Pacific Railway Company for authority to terminate the siding agreement, dated September 30, 1911, between the Canadian Pacific Railway Company and P. J. Manion and James Murphy, of Fort William, Ont., respecting a siding in Winnipeg, Man. (File No. 25634.)

Order made that in pursuance of the agreement between the Railway Company and the parties named under which the siding was constructed to the premises of the respondents, leave be granted to the applicant company to terminate the same. See Order 23883.

5465. Application of the City of Winnipeg, Man., for an order requiring the Canadian Pacific Railway Company's Telegraph, Canadian Northern Telegraph Co., Grand Trunk Pacific Telegraph Company, and the G.N.W. Telegraph Company to remove from all the streets within a stated area all their poles, cables and wires, and to place the same underground. (Heard at Winnipeg, June 26, 1914), and

In the matter of complaint of the City of Winnipeg, of the erection by the telegraph companies of their cables in the lanes paralleling Main street. (File No. 24557.)

Board directed that as soon as the Public Utilities Commission issues its order, an order can go granting the application whenever the City of Winnipeg is ready to proceed with the work.

5466. Application of the City of Winnipeg, Man., for leave to erect transmission line of the Winnipeg Power & Transmission Line across the Canadian Northern Railway Company's Bird's Hill line; and for leave to construct and maintain across said railway a permanent roadway for patrolling the said lines for electricity; and that the costs in connection therewith be borne by the Canadian Northern Railway Company. (File No. 25083.)

Order made that the C.N.R. pay to the City of Winnipeg all costs incurred in respect of the temporary construction rendered necessary by the construction of the railway; also that the railway company pay to the City all costs incurred by it in connection with the erection of the permanent structure for the carrying of three 13,000 volt lines and one 66,000 volt line. See Order No. 24199.

5467. Application of the railway companies operating east of Port Arthur, for permission to increase their rates on grain and grain products from Port Arthur, Fort William and the transfer ports on the Georgian Bay and Lake Huron eastwardly. (File No. 25547.15.)

Judgment reserved.

5468. Railway Companies are required to show cause why, in any event, the provisions of Order No. 22963, dated December 4, 1914, should not be extended to brick minimum in Western as well as Eastern Canada. (File No. 19475.19.)

Order made dismissing the application.

5469. Consideration of the rates and practices of the railway companies with respect to interswitching and local switching services at common and terminal points. (Case No. 2846.)

See Judgment of Assistant Chief Commissioner Scott, Appendix "C."

5470. Complaint of the Two Creeks Grain Growers' Association, Two Creeks, Manitoba, against discrimination in freight rates as between Winnipeg and Elkhorn and Winnipeg and Two Creeks, Man., on the line of the Canadian Pacific Railway Company. (File No. 18755.27.)

Order made directing the C.P.R. Co. to amend its distributing tariff from Winnipeg, St. Boniface, Paddington and North Transcona so as to apply the same rates to Two Creeks, Man., as to Elkhorn, Man. See Order No. 24040.

5471. Application of the Canadian Pacific Railway Company for an Order authorizing the removal of spur tracks, Stonewall, constructed for John Gunn and E. Williams and Company; spur Airedale, constructed for William Quarry Co., spur Gunns, constructed for John Gunn, also spur Guntin, constructed for Donald Gunn, all of these spurs being now used by the Manitoba Quarries, Limited. (File No. 25167.)

Application withdrawn.

5472. Application of the Grand Trunk Pacific Railway Company for an Order authorizing the immediate discontinuance of station agent at Elie, Man.

(NOTE.)—The Board will consider the application of the G.T.P. Ry. for reconsideration of Order No. 23537, dated April 13, 1915. (File No. 4205-58.)

Order made that all outward L.C.L. shipments from Elie be properly housed. The Railway Company authorized pending further Order to remove the regular agent.

5473. In the matter of the crossing of the Canadian Northern Railway by the tracks of the Grand Trunk Pacific Railway Company's spur to serve the Union Stock Yards in the City of St. Boniface, Man.

(Note.)—The Board will consider the application of the Grand Trunk Pacific Railway Company, for reconsideration of Order No. 23687, dated May 14, 1915. (File 18750.)

Judgment reserved. The operation of the Board's last Order herein stayed in the meantime.

5474. Application of the Canadian Pacific Railway Company for authority to take up the spur of the Beaver Construction Company at Edrans in the Province of Manitoba. (File No. 2538.)

Order made granting the application. See Order No. 23976.

5475. Petition of farmers along the Regina Branch of the Canadian Northern Railway Company between Dundurn and Saskatoon, Sask., for an Order directing that Strehlow, Haultain and Grasswood sidings be made flag stops for the Canadian Northern Railway morning and evening trains. (File No. 25867.)

No order made, the Canadian Northern Railway Company stating that the service desired by the petitioners was now in effect.

5476. Application of John P. Shultz, of Dalmeny, Sask., for a siding on the line of the Canadian Northern Railway Company between Dalmeny and Mennon, Sask. (File No. 25749.)

Order made refusing the application.

5477. Petition of the residents of Lydden, Sask., and vicinity, for an Order directing the Grand Trunk Pacific Railway Company to provide station facilities at that point. (File No. 25632.)

No Order necessary as the Grand Trunk Pacific Company stated that since the complaint was set down for hearing certain facilities have been put in by the Company.

5478. Application of the Board of Trade of Dumblane, Sask., the Board of Trade of Hughton, Sask., the Board of Trade of Wiseton, Sask., the residents of Forgan, Sask., and the Village of Dinsmore, Sask., et al, for better train service on the Elrose-Macrorie Branch of the Canadian Northern Railway Company. (File No. 1921.115.)

Order made directing the Canadian Northern Railway Company to change the time-card on the Elrose subdivision so that the train which leaves Macrorie Junction for Elrose on Thursday shall leave Friday, and the train which leaves Elrose for Macrorie Junction on Friday would leave on Saturday. (See Order 23858.)

5479. Application of the Sibbald Board of Trade, Sibbald, Alta., and the United Farmers of Alberta; Glenada Local Union No. 518, Alsask Local Union No. 145, and Mere Local Union No. 513, for a station agent at Sibbald, Alta., on the line of the Canadian Northern Railway Company. (File No. 25590.)

Order made directing the Canadian Northern Railway Company to appoint a station agent at Sibbald by the 1st of September, 1915.

5480. Complaint of the Rural Municipality of Leask, Sask., against construction gangs leaving large excavations on the road allowance on each side of the railway line at a point two miles north of the Village of Leask on the Prince Albert-Battleford Branch of the Canadian Northern Railway Company. (File No. 25742.)

Board decided that as soon as the Municipality constructs the highway an Order will issue requiring the Canadian Northern Railway Company to fill in the excavation made by the company.

5481. Complaint of Herman Clement, of Eldred, Sask., against the refusal of the Canadian Northern Railway Company to fence its right of way through the N. E. quarter of Section 15-53-7 W. 3 M., Shellbrook-Big River Branch. (File No. 9994.224.)

Order made directing the Canadian Northern Railway Company to erect and maintain fences on each side of its right of way through the said Township, work to be completed within 60 days from the date of the Order. See Order No. 23764.

5482. Complaint of W. T. Hall, Surbiton, Bratton, P.O., Sask., respecting damage to his property and buildings and danger from fires on account of construction of the Macrorie to Elrose Branch of the Canadian Northern Railway Company, in close proximity to his house. (File No. 19221.157.)

No Order necessary.

5483. Petition from settlers along the Crooked Lake Extension of the Canadian Northern Railway Company between Canwood and Polworth, Sask., for an Order directing the Canadian Northern Railway Company to fence its right of way in that district. (File No. 9994.223.)

Order made directing the Canadian Northern Railway Company to erect and maintain fences on each side of its right of way between Canwood and Polworth, in the Province of Saskatchewan. Work to be completed by the 27th July, 1915.

5484. Complaint of E. W. Barker, of Emmaville, Sask., that he paid $132 on a carload of settlers' effects including five horses, weight 24,000 pounds from Willows, Sask., to Turtleford, Sask., via Regina, notwithstanding that the Canadian Northern Railway expense bill dated March 9, 1915, shows total charges of $96.80, viz. Canadian Pacific Railway, $56; Canadian Northern Railway, $40.80. (File No. 25799.)

No Order made, complainant advised that he is entitled to a refund of $20 from the railway company.

5485. Petition from the residents in the vicinity of Neola, Sask., for a small platform and waiting room at that point on the line of the Grand Trunk Pacific Railway Company. (File No. 25715.)

No Order made, the company undertaking to make a regular stopping place opposite the section house and to arrange that trains may be flagged from a convenient point.

5486. Complaint of the Board of Trade of Provost, Alta., against the action of the Canadian Pacific Railway Company in changing its train service between Hardisty and Wilkie by the cutting off of two trains. (One each way a week.) (File No. 25563.)

No Order made, the Canadian Pacific Railway Company stating that service had been arranged to the satisfaction of the complainants.

5487. Complaint of the Board of Trade of Domremy, Sask., against reduction in train service at that point on the line of the Grand Trunk Pacific Railway, Young to Hoey Branch. (File No. 25752.)

No Order made, the railway company having furnished the train service asked for.

5488. Application of the Board of Trade of North Battleford as follows:

(a) That dried fruits (apricots, berries, currants, dates, figs, peaches, prunes and raisins) be given the same ratings as dried or evaporated apples in the Canadian Freight Classification.

(b) That egg fillers and toilet paper be included in the "groceries" list of the said classification. (File No. 25672.4.)

Canadian Northern Railway Company to file an answer to the complaint and furnish a copy to the applicants.

5489. Complaint of the R. S. McClean Grain Company, Ltd., of Saskatoon, that the railway companies refuse milling-in-transit to grain stopped off at Saskatoon for the purpose of obtaining elevator weight at the Saskatoon Government Elevator, and then reforwarded. (File No. 25911.)

See Judgment of Chief Commissioner, Appendix "C" to the effect that the arrangement between the parties appears fair and equitable and should be approved.

5490. Application of Jos. and Hector Ricard for an Order directing the Edmonton, Dunvegan and British Columbia Railway Company to provide a farm crossing on the farm of the applicants on the N. E. quarter of Section 28-56-26, W. 4 M., Alta. (File No. 18903.93.)

Application refused.

5491. Complaint of Henry A. South against the Canadian Northern Railway Company for failure to fence its right of way in the north east quarter of Section 21-25-7, W. 3 M. (File No. 9994.211.)

Order made directing the Canadian Northern Railway Company to erect and maintain fences on each side of their right of way through the north east quarter of Section 21, Township 25, Range 7, W. 3 M., work to be completed by the 27th July, 1915.

5492. Petition from the residents of Eunice, Alta., protesting against the location of the proposed site of the station on the line of the Edmonton, Dunvegan and British Columbia Railway, at that point. (File No. 18903.82.)

Petition refused. See Judgment of Commissioner S. J. McLean, dated October 6, 1915, Appendix "C."

5493. Complaint of L. L. Pound, of Ribstone, Alta., against the action of the Grand Trunk Pacific Railway Company in blocking of crossing on the N. W. quarter of Section 17-43-2, W. 4 M. being crossing of the Ribstone siding and blocking of crossing in the N. E. quarter of the same section. (File No. 2236.100.)

Complaint withdrawn.

5494. Application of John Ratvik, Wetaskiwin, Alta., for an Order directing the Canadian Pacific Railway Company to construct a loading platform at Navarre Siding, Alta. (File No. 25688.)

Order made authorizing the Canadian Pacific Railway Company to construct a siding and grain loading platform. See Order 24620.

5495. Petition of the residents in the vicinity of Entrance, Alta., for an Order directing the Canadian Northern Railway Company to fence its right of way from mile 47 to mile 65 west of Tollerton, Alta. (File No. 9994.207.)

Order made directing the Canadian Northern Railway Company to erect and maintain fences on both sides of its right of way from mileage 47 to mileage 65 west of Tollerton, Alta., work to be completed by the 28th July, 1915.

5496. Application of Joseph Dagenais, Morinville, Alta., for an Order directing the Edmonton, Dunvegan and British Columbia Railway Company to provide a farm crossing on the southwest quarter of Section 34-55-25, W. 4 M., Alta. (File No. 18903.92.)

Order made refusing the application.

5497. Application on behalf of the residents of St. Albert, Alta., regarding the arrival and departure of trains and mail at St. Albert, Alta. (File No. 25348.)

No Order necessary.

5498. Application of the Grand Trunk Pacific Railway Company, under Section 29, for an Order relieving the said company from constructing adjacent to its mail line at a point between Tofield and Deville, in the Province of Alberta, facilities as required by Order of the Board No. 21937, dated May 29, 1914.

(Note)—This matter is set down so that the railway company and Mr. Waite may present their views on the question of rescinding the Order as regards facilities other than the shelter which has been installed. (File No. 19275.)

Referred to the Board's Operating Officer to report as to the facilities which have been put in by the railway company.

5499. Re Edmonton, Dunvegan and British Columbia Railway Company.

The question of rates for the carriage of traffic is set down for investigation and consideration as required by the judgment of the Chief Commissioner. (File No. 18903.76.)

See Judgment of Chief Commissioner allowing the tariffs as filed, dated August 2, 1915, Appendix "C."

5500. Application of the Edmonton, Interurban Railway Company for a reconsideration of Order of the Board No. 23634, dated April 30, 1915, authorizing the Grand Trunk Pacific Railway Company to remove the diamond at the crossing of the Edmonton Interurban Railway over the tracks of the Grand Trunk Pacific Railway Company at 27th Street, in the City of Edmonton, Alta.; and that the authority herein granted be without prejudice to any application to reinstate such diamond when necessary. (File No. 20921.)

Board directed that Order No. 23634 should stand. The Interurban Railway Company granted permission to renew the present application as soon as the company is ready to operate the railway.

5501. Re spur track of the Canadian Northern Railway Company to the premises of H. H. Cooper and Company, Lots 231 and 232, Block 1, Hudson Bay Reserve, Edmonton, ordered by the Board to be constructed at sittings in Edmonton, November 20, 1914.

(Note).—Board will consider the terms of siding agreement submitted by the Canadian Northern Railway Company to H. H. Cooper and Company. (File No. 22372.19.)

Canadian Northern Railway Company to submit a copy of the agreement made in the T. D. Robinson case to the applicants, who are to file their answer by the 28th June. The Railway Company to operate the spur in the meantime without prejudice to its rights.

5502. Application of the Grand Trunk Pacific Railway Company, under Section 227, for an Order approving of the construction of Shand Avenue across its railway in the City of Edmonton, Alta. (File No. 2236.97.)

Order made granting the application.

5503. Application of the City of Edmonton, Alta., under Section 237 for leave to carry Stephen (106th) Avenue over the lines of the Canadian Northern Railway Company and the Edmonton, Yukon and Pacific Railway at or near the intersection of Stephen (106th) Avenue with Twenty-fourth (124th) Street, formerly known as Edward Street. (File No. 25699.)

Order made dismissing the application.

5504. Consideration of the matter of protection at the crossing of the Canadian Northern Railway Company at Ottawa Avenue, Edmonton, Alta. (File No. 9437.1263.)

Order made authorizing the City of Edmonton to raise the sidewalk on both sides of Ottawa Avenue. Work to be done at the expense of the City and be completed by July 22, 1915. Also directing that the Canadian Northern Railway and Grand Trunk

Railway Companies install improved types of automatic bells at the crossings of their respective railways. 20 per cent of the installation to be paid out of the Railway Grade Crossing Fund. See Order No. 23890.

5505. Application of the Canadian Northern Railway Company, under Section 222 of the Railway Act, to construct a branch line or spur for the Edmonton Stock Yards, Limited, in the City of Edmonton. (File No. 22372.20.)

Order made granting the application.

5506. Complaint against the Grand Trunk Pacific Railway Company, respecting accommodation at Cooking Lake Station. (File No. 21583.)

Board directed that the Grand Trunk Pacific Railway Company put in the conveniences set out in the evidence at this station by the 1st of June, 1915.

5507. Petition of Residents and stock receivers of Hinton, Alta., for an Order directing the Grand Trunk Pacific Railway Company to fence its right of way between Mileage 967 and 985 West of Winnipeg. (File 9994.83.)

Order made directing the Grand Trunk Pacific Railway Company to erect and maintain fences on both sides of its right of way between mileage 967 and mileage 985 West of Winnipeg, work to be completed by the 28th July, 1915.

5508. Application of the Hatzic Fruit Growers' Association, Hatzic, B.C., for an Order directing the Canadian Pacific Railway Company to provide a new station and a regular station agent at that point. (File No. 25765.)

Order made directing the Canadian Pacific Railway Company to construct a passenger shelter station at Hatzic, B.C.; detail plans to be submitted within 40 days from the date of the Order; company also directed to appoint and maintain an agent at the said station during the months of June, July, August and September each year. See Order No. 24198.

5509. Complaint of the Municipal Council of Langley, B.C., against the condition of certain crossings on the Vancouver, Victoria and Eastern Railway and Navigation Company's line of railway in that Municipality. (File No. 25283.)

No Order necessary as the matter is settled between the parties.

5510. Application of the Municipality of Maple Ridge, B.C., for an Order directing the Canadian Pacific Railway Company to construct and maintain a suitable crossing over its railway at a point where such railway crosses highway described as follows: "Commencing at a point where road from Steamboat Landing crosses the east and west road in Lot 248, Group 1, thence running through Lot 248, Group 1, to the said Steamboat Landing. (File No. 25917.)

Board directed that an Order would go for the construction of the crossing in question when a wharf has been constructed at this point by the Government for the accommodation of the Municipality of Maple Ridge.

5511. Complaint of the Adolph Lumber Company that the Great Northern Railway Company charge a rate of $1.10 per 1,000 feet on logs from Mott, B.C., to Baynes, B.C., while the contract with the Company shows a rate of $1 per 1,000 feet between these points. (File No. 25248.)

Judgment reserved in order to enable the Railway Company to file any further submissions desired.

5512. Complaint of the Kootenay Shingle Company, Limited, that the Great Northern Railway Company refuse to make an allowance from track scale weights on all cars of lumber and shingles to points in Eastern Canada. (File No. 8799.6.)

Board directed that the railway company make an arbitrary allowance and a refund authorized.

5513. Application of the Municipality of Coquitlam, B.C., to be relieved from paying part of the watchman's salary at the railway crossing of the Vancouver, Victoria and Eastern Railway and Navigation Company on the North Road, in view of

the fact that the said railway company have withdrawn their application to go ahead with the work at this crossing. (File No. 572.33.)

Order made dismissing the application.

5514. Complaint of the Grain Growers' Lumber Company of Vancouver, B.C., that, under Note 2 to Supplement 45 to Tariff C.R.C. No. 1806, the Canadian Pacific Railway Company exacts a higher weight basis on mixed carloads of lumber and shingles to points in Western Canada than to points in Eastern Canada under tariff C.R.C. No. W. 1615, and Transcontinental Tariff C.R.C. No. 1790. (File No. 25795.)

Order made dismissing the application.

5515. Complaint of the Huntting-Merritt Lumber Company, of Vancouver, B.C., that the British Columbia Electric Railway Company refuses to furnish cars over the "Standard" length, and of Great Northern and Northern Pacific ownership, for shipments of shingles to points in Eastern Canada and in the United States reached by the Canadian Pacific Railway or its connections. (File No. 25336.)

Order made dismissing the application. See Order No. 24857 and Judgment of Commissioner S. J. McLean, Appendix "C."

5516. Application of the Union Steamship Company for approval of plan showing overhead foot-bridge from the foot of Carrol street, Vancouver, B.C., to the premises of the Company on the waterfront over the tracks of the Canadian Pacific Railway Company. (File No. 12233.)

Board granted permission to the City of Vancouver to do the work if it so desires and directed the applicant company to take the matter up with the City.

5517. Application of the City of Vancouver, B.C., under Section 237 for an Order sanctioning highway crossing over the tracks of the Vancouver, Victoria & Eastern Railway & Navigation Company, at a point beginning at the north side of Keefer street to a point at the south side of Cordova Street, in the City of Vancouver, B.C. (File 25793.)

Order made granting the application. See Order 23886.

5518. Application of the City of Vancouver, B.C., for an Order under Section 26A of the Railway Act, directing the Vancouver, Victoria and Eastern Railway and Navigation Company to commence the construction of the freight and passenger terminal adequate to the business to be transacted by it at the City of Vancouver as provided by the agreement made and entered into between the said City and the said Company on the 16th day of May, A.D. 1910, in accordance with the plans annexed to the said agreement and approved by the said Board, and by a certain other agreement made between His Majesty the King as represented by the Honourable Richard McBride, Minister of Mines for the Province of British Columbia, and the Vancouver, Victoria and Eastern Railway and Navigation Company, dated 9th day of February, A.D. 1911. (File No. 572.41.)

Order made directing the Railway Company to submit by the 22nd December, 1915, for the approval of the Board, detail plans showing the proposed new location of the station and facilities to be constructed in Vancouver in accordance with the agreement between the applicant and the Railway Company. Work to be completed by the 1st of June, 1917. See Order No. 23881.

5519. Application of the City of Vancouver, B.C., for an Order amending Order of the Board No. 14989, so as to extend the delivery limits of Express Companies to all streets, avenues, etc., passable for vehicles within the limits of the said City of Vancouver, B.C. (File No. 4214.142.)

Order made granting the application without prejudice to the rights of the applicant under the Board's Order No. 17840. See Order 23886.

5520. Complaint of the Nanaimo Board of Trade, Nanaimo, B.C., against the increase in the through rates to Nanaimo by the recent addition of arbitraries to the Vancouver rates. (File No. 25926.)

Order made dismissing the complaint. See Order No. 24808.

5521. Application of John Milsted, James W. Milsted and Hannah Milsted, all of Abbottsford, in the Province of British Columbia, under Section 235, Subsection 2 of the Railway Act, for an Order directing the Great Northern Railway Company to remove the obstruction closing the road across the easterly boundary of Lot 8, subdivision of the Southwest quarter of Section 22, Township 16, New Westminster District, Province of British Columbia. (File No. 25937.)

Order made dismissing the application.

5522. Application of the City of Vancouver for the approval of plans of crossing over the tracks of the Canadian Pacific Railway Company at Rupert street, in the City of Vancouver, in the Province of British Columbia. (File No. 25939.)

Order made dismissing the application.

5523. Application of the Westminster Mill Company, Limited, under Section 323 of the Railway Act for an Order directing the British Columbia Electric Railway Company, Limited, to amend East Bound Tariff No. 18-B and to substitute certain provisions or for an Order disallowing certain entries in the said East Bound Tariff 18-B and prescribing certain amendments. (File No. 26020.)

Order made dismissing the application, the Board holding that it had no jurisdiction.

5524. Application of the Board of Grain Commissioners for Canada for authority to construct tracks to serve the Government elevators and docks in the City of Vancouver, B.C., on the location shown on the plan dated May 19, 1915, on file with the Board. (File No. 25941.)

Order made granting the application subject to the terms and conditions contained in the agreement, dated June 3, 1915, between His Majesty the King and the Hastings Shingle Manufacturing Company, Limited. Order No. 22324 rescinded. See Order 23888.

5525. Application of the City of Nanaimo, in the Province of British Columbia, for an Order directing the Esquimalt & Nanaimo Railway Company to construct a subway under its tracks at Comox Road. (File No. 9437.1262.)

Matter referred to the Board's Engineer to investigate and report.

5526. Application of the Kootenay Shingle Company, Limited, of Salmo, B.C., for the Board's ruling with reference to a claim against the Great Northern Railway Company on a shipment of shingles on which a car of the size ordered was not supplied by the railway company. (File No. 26018.)

Board decided that the Railway Company had done all that it could under the circumstances. No Order made. See Judgment of Commissioner S. J. McLean, Appendix "C."

5527. Application of the Grand Trunk Railway Company for an Order to compel the Great North Western Telegraph Company to remove certain telegraph poles upon the Grand Trunk Railway right of way in the City of Montreal, between Bonaventure Station and St. Henri, Que., which poles interfere with proper clearance for the company's operation. (File No. 24834.1.)

Order made authorizing the clearances for a period of three months from the date of the Board's Order, subject to the company's undertaking to keep its employees off the sides of cars. See Order No. 23868.

5528. Application of milk shippers for a reconsideration of the Order requiring shippers to supply a man to assist in unloading empty milk cans, and the question of general handling of the same. (File No. 16939.1)

Application to amend Order dismissed. Judgment reserved as to the question of company providing a special car. Either party at liberty to file further statements.

5529. Application of the City of Enderby, B.C., for a crossing from Evergreen Avenue to Salmon Arm Road, at Enderby, B.C., on the line of the Canadian Pacific Railway Company. (File No. 24634.)

The applicant to take up the matter with the railway company and endeavour to arrive at a settlement. In the meantime the Board will take no further action.

5530. Complaint of the Kelowna Board of Trade against the charge made by the Canadian Pacific Railway Company for hauling cars from the dock at Kelowna, B.C., to and from various warehouses. (File No. 21250.)

Order made authorizing the Canadian Pacific Railway Company to make a charge of $1.75 a car for the additional service of switching cars and to publish and file an amendment to Tariff C.R.C. No. W-2027 accordingly. See Order 24488.

5531. On complaint of the Mountain Lumber Manufacturers' Association of Nelson, B.C., the Canadian Pacific Railway Company, to show cause why if a suitable car of less than standard length be ordered for a shipment of less than 40,000 pounds and the company supplies a standard car, the charges therefor should not be based on the actual weight subject to the tariff minimum of 30,000 pounds for cars less than 36 feet in length. (File No. 19475.21.)

Board directed that if a smaller car was ordered and the actual weight of shipments was 34,700 pounds and the billing was 40,000, an adjustment should be made on the basis of the actual weight. Complainant to take the matter up with the railway company.

5532. Complaint of the East Kootenay Lumber Company against the proposed cancellation by the Canadian Pacific Railway of their tariff C.R.C. No. E-1916, appling on rough green lumber for dressing and re-shipment, by Supplement No. 1 thereto, which was suspended by Order of the Board No. 23468. (File No. 25753.)

No Order made, the matter having been adjusted between the parties.

5533. Application of the Mountain Lumber Manufacturers' Association of Nelson, B.C., that Supplement No. 1 to Canadian Pacific Railway commodity mileage tariff C.R.C. No. W-2028 be amended to provide that dry slabs, loaded in stock cars, or box cars under 36 feet in length, be carried at a minimum weight of 30,000 pounds per car. (File No. 19475.20.)

No Order made, the matter having been adjusted between the parties.

5534. Application of L. H. Congreave, of Sicamous, B.C., for an Order directing the Canadian Pacific Railway Company to designate a suitable place on the platform for the purpose of receiving guests for his hotel. (File No. 26028.)

Order made dismissing the application.

5535. Application of N. K. Luxton, on behalf of livery and hotel busmen at Banff, Alta., for a hearing of the Board to deal with the matter of station platform privileges at that point, on the line of the Canadian Pacific Railway Company. (File No. 26024.)

Order made dismissing the complaint. See Order No. 24340.

5536. Application of the farmers, ranchers and merchants of Bowell, Alta., and vicinity thereof, for an Order directing the Canadian Pacific Railway Company to appoint a station agent at that point. (File No. 11004.)

Board decided that no Order was necessary.

5537. Application of the Canadian Pacific Railway Company for permission to close the station and remove the agent from New Dayton, Alta., until the grain movement of 1915 begins. (File No. 4205.53.)

Order made refusing the application. See Order No. 24368.

5538. Application of J. V. McHugh, of Calgary, Alberta, for an Order directing the Canadian Pacific Railway Company to erect a station at Navarre Siding, Alta. (File No. 25865.)

Board decided not to make any order. Leave given to renew the application as soon as the new roads referred to in the proceedings are put in.

5539. Application of the Stanmore Board of Trade, *et al.*, for an Order directing the Canadian Northern Railway Company to provide stock yards at Stanmore, Alta. (File No. 25482.)

Board directed that the railway company provide a one-pen stock yard at this point.

5540. Application of A. H. Mayland and others of Calgary, Alta., for a rearrangement by the Canadian Pacific Railway Company of the days for shipping live stock to Calgary. (File No. 25594.)

Board directed that the matter should stand and that the parties interested endeavour to arrange a settlement with the railway company. If a settlement cannot be arrived at then the matter will be taken up again by the Board.

5541. Complaint of the Alberta Farmers' Co-Operative Elevator Company of Calgary, that the Canadian Pacific Railway Company has repudiated a claim of H. Eby, of Carstairs, for loss in weight of a carload of hogs, C. P. 267090, from Carstairs, February 2, 1915, caused by undue delay to car after arrival at Alyth yards. (File No. 25922.)

No action taken by the Board, the matter having been settled.

5542. Application of the Riverside Lumber Company, of Calgary, Alta., for the addition of common lumber, at ratings L.C.L. 4th, C.L. 10th class, to the Building Material List at page 112 of the Canadian Freight Classification No. 16, in connection with Rule 2 (*c*), page 47, so as to provide for the shipment of lumber with building material so listed, at 10th class rates in mixed carloads between points west of Port Arthur. (File No. 19367.40.)

Matter adjourned at the request of the applicant company.

5543. Application of the Board of Trade of Domremy, *re* Grand Trunk Pacific Railway train service at that point, Young to Hoey Branch. (File No. 25752.)

No Order made. The Grand Trunk Pacific Railway stating that the train service asked for has been put into effect.

5544. Application of the Corporation of the City of Edmonton, in the Province of Alberta, under Section 237 of the Railway Act, for authority to construct a highway across the railway yards of the Calgary and Edmonton Railway within the limits of the City for the purpose of opening up Athabasca Avenue. (File No. 22436.)

Parties to file case as far as settled and the Board will deal with the two clauses in dispute.

5545. Complaint of E. W. Hogan, of Banning, Ont., against the action of the Canadian Northern Railway Company in removing their agent from that point. (File No. 24432.)

Order made dismissing the application. See Order No. 23978.

5546. Application of the Canadian Pacific Railway Company for authority to construct tracks across May and Ridgeway streets, Fort William, Ont., and

In the matter of the question of damages to the owners of Lot 32, referred to His Honour Judge O'Leary. (File No. 20538.)

No action taken by the Board as the matter had been settled between the parties.

5547. Application of the City of Fort William, Ont., under Section 29, for an Order rescinding Order No. 23376, dated March 2, 1915, directing the City of Fort William to pave and drain subway where the Canadian Pacific Railway crosses Syndicate Avenue, Fort William, at its own expense; also for an appeal to the Supreme Court of Canada upon the question of jurisdiction and an appeal to the Supreme Court of Canada under sub-sections 2 and 3 of Section 56 upon a question of law. (File No. 24808.)

Order made granting suspension of Order No. 23376.

5548. In the matter of the application of the City of Fort William for the approval of the crossing with its electric railway of the Canadian Northern Railway Company at Victoria avenue and Vickers street, also at the intersection of Franklin street in the City of Fort William, Ont.

(Note).—The Board will consider the question of the postponement of the installation of the interlocking plant at Vickers street and Victoria avenue pending the settlement of the location of the station. (File No. 21135.)

Order made granting the company's application.

5549. Application of the Mount McKay Products, Limited, of Fort William, Ont., and the City of Fort William, Ont., under Sections 226, 227 and 237, for an Order confirming an agreement for the sale by the Mount McKay Products, Limited, to the Corporation of the City of Fort William of an undivided one-half interest in a portion of the spur constructed under Order of the Board No. 20879, dated November 28, 1913, and for such other Order in connection with the use of the said spur by the Corporation of the City of Fort William as may be necessary or expedient under the circumstances. (File No. 22317.10.)

Referred to the Board's Operating Department for investigation and report. Order made permitting the City of Fort William to use the spur for the purposes of the quarry.

5550. Application of the Fort William Board of Trade for an extension of the collection and delivery limits of the express companies operating at Fort William, as fixed by Order of the Board No. 14998, dated August 10, 1911. (File No. 4214.96.)

Board decided that no action should be taken in this matter as the whole matter of express delivery limits was under the Board's consideration.

5551. Complaint of B. J. Ostrander & Co., of Winnipeg, Man., that the railway companies refuse to divert cars containing grain from one lake front elevator to another after the cars reach the yards at the lake front. (File No. 25614.)

Order made dismissing the complaint. See Order No. 24277.

5552. Complaint of the F. A. Guy Grain Company, of Fort William, Ont., against the increase in the minimum charge of the Canadian Pacific Railway from $5 to $6 per car for switching grain between elevators at Port Arthur, Fort William and Westfort, Ont. (File No. 25871.)

Board decided that no Order was necessary.

5553. Application of the Corporation of the City of Fort William, in the Province of Ontario, under Section 237 of the Railway Act, for authority to open up Walsh and Isabella streets, in the said City, across the right of way of the Canadian Northern Railway Company. (File No. 25980.)

Order made authorizing the Corporation, at its own expense, to construct and maintain Walsh street, across the tracks of the Canadian Northern Railway Company. Application to open Isabella street dismissed. See Order 23938.

5554. Complaint of Beatty Brothers of Fergus, Ont., against the rates on malleable iron castings, L.C.L., from Oshawa to Fergus. (File No. 25613.)

Judgment reserved.

Stands to be dealt with after judgment delivered in the Eastern Rates Case.

5555. Application of the Imperial Oil Company, Limited, for an Order disallowing the charge of $2 per car for switching from St. Stephens, N.B., to applicants' siding carload traffic on which the Canadian Pacific Railway Company has received a road haul, as shown first in Supplement 13 to that company's Tariff C.R.C. No. E-2646. (File No. 24672.)

Stands adjourned sine die.

5556. Application of the Standard Paint Company of Canada, Montreal, Que., for rates on prepared roofing, in carloads, to points west of Port Arthur that shall not be greater than the rates charged on asbestos roofing, in carloads, under the current commodity tariff. (File No. 25576.)

Judgment reserved.

5557. Application of the Grand Trunk Railway Company for a ruling by the Board in connection with the collection of demurrage charges on privately owned cars delivered on private sidings. (File No. 1700.99.)

See Judgment of Assistant Chief Commissioner, Appendix "C."

5558. Complaint of the Atlantic Sugar Refineries, Ltd., against the increase in the Canadian Pacific Railway Company's commodity rate on sugar, C.L., from St. John, N.B., to St. Stephen, N.B., from 6 cents to 10 cents per 100 pounds. (File No. 25863.)

Application refused.

5559. Discussion of the question, should the practice of publishing commodity rates exclusive of the interswitching, or of publishing one rate for the contracting carriers' delivery and another higher one for interswitch delivery, be continued? (File No. 6713·98.)

Stands.

5560. Application of the Township of Raleigh, Ont., under Section 238, for an Order directing the Michigan Central Railroad Company to provide and construct suitable protection for highway crossing where the railway crosses the centre side road of the Township of Raleigh, in the incorporated village of Buston, Ont. (File 9437·136.)

Order made directing the M.C.R. Co. to install an electric bell at the said crossing by the 19th September, 1915, 20 per cent of the cost of installation of said bell to be paid out of the Railway Grade Crossing Fund, and the remainder by the Railway Company. See Order No. 24014.

5561. Complaint of the Board of Trade, Brigden, Ont., against the train service of the Michigan Central Railroad Company on its St. Clair Branch. (File No. 25851.)

No action taken, the Board upon the report of its operating official being of the opinion that on the present showing at the point of traffic it could not direct any additional train service.

5562. In *re* crossing of the Michigan Central Railroad Company at Park Street, east of the City limits of St. Thomas, Ont. The Michigan Central Railway Company to show cause why a bell should not be installed at the crossing on the Main Line tracks, and that switching movements be flagged over the crossing by the train crew. (File No. 9437·963).

Order made that the Michigan Central Railway Company install an electric bell at the said crossing and maintain the same at its own expense; the bell to be installed by September 20, 1915; all switching movements on the said tracks to be flagged over the crossing; 20 per cent of cost of installation to be paid out of the Railway Grade Crossing Fund; the balance by the Railway Company. See Order No. 24004.

5563. Complaint of the London Board of Trade that the tariffs of the express companies discriminate against London shippers in favour of shippers from Toronto. (File No. 4214·491).

Order made dismissing the application. See Order No. 24236.

5564. Application of the Municipal Council of the City of London, Ont., for approval of plan and profile showing proposed storm sewer along and across the tracks and right of way of the Canadian Pacific Railway Company in the City of London, Ont. (File No. 25881).

Order made in accordance with the Judgment of the Chief Commissioner delivered at the hearing.

5565. Application of the London Railway Commission for an Order directing the London and Lake Erie Railway Company to raise its trolley wires at a point where they cross the London and Port Stanley Railway at Talbot Street, St. Thomas, Ont. (File No. 25542·34).

Board directed that the parties take the matter up with the Board's Electrical Engineer and that no Order will issue until his report is received.

5566. Application of the London Railway Commission for approval of plan showing the London and Port Stanley Railway crossing St. Thomas Street Railway, Talbot Street, St. Thomas, Ont.

(Note).—Board will hear objections of the City as to form of overhead construction at this crossing. (File No. 25542·37).

Board directed that the parties take the matter up with the Board's Electrical Engineer and that no Order will issue until his report is received.

5567. Application of the London Railway Commission for approval of plan showing the London and Port Stanley Railway crossing the St. Thomas Street Railway at Elm Street, St. Thomas, Ont.

(Note).—Board will hear objections of City as to form of overhead construction at this crossing. (File No. 25542-38).

Board directed that the parties take the matter up with the Board's Electrical Engineer and that no Order will issue until his report is received.

5568. Application of the London Railway Commission for approval of plan showing the London and Port Stanley Railway Company's line crossing the St. Thomas Street Railway, Wellington Street, St. Thomas, Ont.

(Note.)—Board will hear objections of the City as to form of overhead construction at this crossing. (File No. 25542.42.)

Board directed that the parties take the matter up with the Board's Electrical Engineer and that no Order will issue until his report is received.

5569. Application of the London Railway Commission for an Order granting the London and Port Stanley Railway the right to operate its cars and trains propelled by electric power, over the Grand Trunk Railway tracks at London, Ont.

(Note.)—Board will hear complaint of Grand Trunk Railway that no plans have been filed by Applicants showing location of tracks and poles of portion of line between Wellington and Colbourne Streets, and that towers have been erected between Waterloo and Wellington Streets on Grand Trunk Railway property; also that Grand Trunk Railway team track between Wellington and Waterloo Streets has been destroyed by erection of poles for cross wires and by guy wires. (File No. 25649.)

No action taken.

5570. Application of the London Railway Commission, under Section 235, for authority to construct team tracks on the north side of Bathurst Street from the junction of the London and Port Stanley tracks on Bathurst Street near Burwell Street east to Adelaide Street, and a second track on the north side of Bathurst Street between Wellington and Richmond Streets; also to construct tracks on the north half of Bathurst Street from the end of the tracks at Richmond Street west to Thames Street. (File No. 25649.3.)

Order made authorizing the London Railway Commission to construct team tracks on the north side of Bathurst Street upon the condition that no rail be laid within a distance of 16 feet south of the said line; also that should the spur be operated in such a way as to prevent proper access to the properties or in any objectionable manner, complaint may be made to the Board. See Order No. 24110.

5571. Application of the Board of Trade of Mimico, Ont., for an Order directing the Grand Trunk Railway Company to provide proper and safe facilities at Mimico Station in order to enable to get on and off trains without the risk of being struck by passing trains and light engines. (File No. 24669.)

Order made directing the railway company to move the station building at Mimico from its present location to its original position to the south of the track. See Order No. 24114.

5572. Application of the Municipal Corporation of the Township of York, Ont., for an Order directing the Canadian Pacific Railway and the Grand Trunk Railway Company to provide and maintain a bell or some other protection for all traffic passing over and along Eglington Avenue where the said railways cross same between Lot 1 on the west side of Yonge Street and Lot 40 on the 3rd Concession from the Bay in the Township of York, Ont. (Adjourned hearing.) (File No. 9437.1244.)

Order made amending Order 24000, dated July 27, 1915, by providing that separate automatic bells be installed by each railway at said crossing; 20 per cent of cost of installing each bell to be paid out of the Railway Grade Crossing Fund. See Order 24092.

5573. Application of the Town of Milton, Ont., for an Order directing the Canadian Pacific Railway Company to provide a better train service at that point. (File No. 25280.)

Board decided that no Order was necessary.

5574. Complaint of the Corporation of Georgetown, Ont., against the Grand Trunk Railway Company taking possession of one of the streets in that town and refusing to construct an overhead bridge and against action of the said Grand Trunk Railway Company in leaving a high embankment without any fence or means of protection. (File No. 25818.)

Matter stands at the request of the applicants in order that the parties may be given an opportunity to confer.

5575. Application of the Canadian Northern Ontario Railway Company, under Section 258, for approval of its proposed passenger and freight station at North Bay, Ont. (File No. 26005).

Order made approving the applicant company's passenger and freight stations at North Bay, Ont. See Order 24195.

5576. Complaint of Mr. J. W. Edwards, M.P., in the matter of the train service of the Canadian Northern Railway Company between Sydenham, Harrowsmith Junction and Kingston, Ont.

(Note).—The Canadian Northern Railway Company is required to show cause why the terms of the By-law, namely:—

> "The said Company are to run a train for passengers and freight from said station (Sydenham) in the forenoon, and one back in the afternoon, making connection with the trains at Harrowsmith every day in the week except Sunday."

should not be carried out by the Railway. (File No. 21660.)

Order made that the Canadian Northern Railway Company pay to the Township of Loughborough the sum of $5,000. See Order No. 24397.

5577. Application of the Board of Trade of Port Hope, Ont., for an Order directing the Canadian Pacific Railway Company and the Grand Trunk Railway Company to establish interswitching facilities between their respective railways in the Town of Port Hope, Ont. (File No. 6713-63.)

Judgment reserved.

5578. Application of the Town of Cobourg, Ont., for an Order directing the Grand Trunk Railway and Canadian Pacific Railway Companies to provide interswitching facilities at Cobourg.

(Note).—Board will consider the terms upon which the Grand Trunk Railway shall be ordered to switch cars to and from the track of the Town of Cobourg on the Esplanade. (File No. 6713-41.)

Order made directing the Grand Trunk Railway Company to interswitch with any other Railway Company whose railway has connection at Cobourg when desired to do so by the Mayor or the Clerk of the Municipality in writing. Order No. 21976, dated June 12, 1914, rescinded. See Order No. 24104.

5579. Application of George Webb, Toronto, Ont., for an Order directing the Canadian Pacific Railway Company to construct a spur line to serve stone yard of the Applicant at Toronto, Ont. (File No. 22333-26.)

No Order made.

5580. Application of the Niagara, St. Catharines and Toronto Railway Company, under Sections 284, 285, 317, 318, 333, and 334, for an Order providing for the transfer of traffic between the Toronto Harbour Commissioners' Dock situated at the mouth of the Don River as diverted, which dock is to be leased to the Applicant Company, and the Canadian Northern Ontario Railway Company's Cherry Street yards, in the City of Toronto, Ont. (File No. 3498.28.)

Board decided that the Traffic Departments of the Railway Companies interested should take up, and if possible settle, the rates. After this is done the matter will be dealt with by the Board.

5581. Application of the Grand Trunk Railway Company, under Section 176, for authority to operate its trains jointly with the Canadian Pacific Railway Company over siding on Pardee Avenue, Toronto, Ont., south of Liberty Street, serving the premises of the Canada Metal Company, Limited, which the Canadian Pacific Railway Company was authorized to construct by Order No. 13152, dated February 27, 1911. (File No. 12259.)

Order made granting the application subject to the conditions set forth in the Order and directing that the Applicant Company be authorized to operate the said spur forthwith. See Order No. 24037.

5582. Petition of F. C. Clarkson, of Toronto, Ont., for an Order rescinding Order of the Board dated May 5, 1914, *re* expropriation of land for Toronto Viaduct. (File No. 588-30.)

Order made that Order No. 22119, dated July 2, 1914, be rescinded in so far as it authorizes the Toronto Terminal Railway to expropriate the lands in question. See Order 24087.

5583. Complaint of S. Frank Wilson & Sons, of Toronto, Ont., against the charge of the Bell Telephone Company of Canada for installation of underground service for new building at the corner of Haydon and Yonge Streets, Toronto, Ont. (File No. 3574-154.)

Board decided that no Order was necessary.

5584. Complaint of Carroll Bros., of Buffalo, N.Y., against the increase of the Grand Trunk Railway Company's rate on sand and crushed stone from Sherks, Ont., to Black Rock and Buffalo, N.Y., for 1½ to 1⁹⁄₁₀ cents per 100 pounds. (Adjourned hearing). (File No. 25075.)

Complaint struck off the list.

5585. Complaint of the World Newspaper Company of Toronto, Limited, that the Grand Trunk Railway Company proposes, from June 27, 1915, to discontinue its 4.25 a.m. newspaper train service from Toronto to Hamilton unless an increased charge for such service be paid; and

In the matter of Order of the Board No. 23898, dated June 25, 1915, directing the Grand Trunk Railway Company to give the World Newspaper Company a newspaper service on train known as the "Flying Post" from Toronto to Hamilton, at the rate of $22 per round trip.

(NOTE.—Board will consider representations of the Globe Printing Company and the Mail Printing Company of Toronto. (File No. 4214-492.)

Struck off the list. Matter will be reinstated at any time if the parties desire it.

5586. Application of the Vaughan Sand and Gravel Company, Ltd., under Sections 322 and 323, for an Order directing the Canadian Pacific Railway Company to readjust and lower its tariff for the conveyance of sand and gravel of the Applicant Company. (File No. 25705.)

No action taken, the railway company agreeing that the rate would be forty-five cents until the Judgment in the Eastern Rates Case was delivered by the Board.

5587. Application of the Toronto Livestock Exchange, the Livestock Shippers' Association, of Ontario, and others, for an order disallowing a charge of $2.50 per car for cleaning and disinfecting single deck stock or box cars and $4 for double deck stock cars, which the railway companies proposed to collect by tariffs published and filed, the said tariffs having been suspended by the Board pending a hearing. (File No. 26059.)

Order made that all railway companies subject to the jurisdiction of the Board publish and file amended tariffs showing a toll not exceeding 75 cts. for cleaning and disinfecting any car in which livestock has been carried; tariffs to carry a notation that the charge is to apply when on account of federal, provincial or municipal regulations it is necessary to do the work in question. See General Order No. 155.

5588. Application of the Legislative Representatives of train service employees for an Order defining the maximum length of trains to be handled on Canadian Railways subject to the jurisdiction of the Board. (File 1750·42.)

Judgment reserved.

5589. Application of Alice McEwen and D. J. C. McEwen, under Sections 252 and 253, for an Order directing the Lake Erie and Northern Railway Company to provide an overhead crossing on their farm on the west side of Mount Pleasant Road, in the Township of Brantford on the Lake Erie & Northern Railway. (File No. 18034·99.)

Order made directing the Lake Erie & Northern Railway Company to provide a suitable farm crossing by means of a crossing at a point 80 feet north of the existing lane; the applicants to provide, for the purpose, a lane beyond the limits of the Company's right of way to the site of the bridge. See Order 24143.

5590. Complaint of Albert Mittlefehldt, of Wellandport, Township of Gainsboro, Ont., as to the location of a cattle pass at or near the Creek running through the Complainant's field composed of Lots 4 and 5 in the 2nd Concession of the said Township of Gainsboro. (File 24560·34.)

Order made directing the Railway Company to make cattle pass 6 feet wide in the clear, as set out in the Order; work to be completed by August 31, 1915. See Order 24019.

5591. Complaints of Young & Eggleston and Ford & Featherston, both of Hamilton, against the tariff rate of 3 cents per 100 pounds for the first week, and 6 cents per 100 pounds for each succeeding week, charged by the railway companies for warehousing iron safes at various points. (File 25315.)

Struck off the list.

5592. Application of the Toronto, Hamilton & Buffalo Railway Company, under Sections 221, 222, and 223, for authority to construct a spur from a point on the Applicant's Main Line in the Town of Dunville, Ontario, in Park Lot No. 6 thence running through the lands recently acquired by the Applicant Company from Johnina Dime and Joan McDowell, thence running through the lands of the Canadian Engines, Limited, and continuing along Forest Street to a junction with a branch line of the Grand Trunk Railway Company, serving the premises of the Dominion Canners, Limited. (File No. 25896.)

Order made granting the application subject to the conditions set forth in the order. See Order 24025.

5593. Application of the T. H. & B. Railway Company under Section 227, for authority to construct, maintain and operate a track or spur in the Township of Moulton, extending from the main line of the Applicant Company's railway (Erie and Ontario Division) immediately north of Diltz Station to and across the lands of and forming a junction with the tracks of the Grand Trunk Railway Company of Canada to enable the Applicant Company to interchange traffic at the proposed junction with the Wabash Railroad. (File 6713·100.)

Application refused.

5594. Application of the T. H. and B. Railway Company, under Section 29, for an Order amending Order No. 23004, dated 19th December, 1914, by providing for the discontinuance of the services of a watchman on Sundays, and between the hours of 8.15 p.m. and 7 a.m. on week days, at the crossing of the Grand Trunk Railway Company of Canada (Air Line jointly operated by the Grand Trunk Railway Company and the Wabash Railroad Company at Mileage Erie and Ontario Branch 9.80 and Grand Trunk and Wabash 34.5 in the Township of Moulton, Ontario, near Diltz.) (File No. 24560.1.)

Order made that so long as the character of the movements over the said crossing shown to exist continues that the companies be relieved from maintaining watchman as set out in the Order. See Order No. 24031.

5595. Application of the Erie and Ontario Railway Company, under Sections 26 and 246, for an Order to restrain the Hydro-Electric Power Commission of Ontario from maintaining and operating its high tension power line and wires over the railway of the Applicant Company through Lot 32, Concession 5, Township of Gainsboro, Ont., until permission has been obtained from the Board by the said Power Commission for the construction of said power line across the Applicant Company's tracks. (File No. 25369.)

Judgment reserved.

5596. Application of the Dominion Sheet Metal Company of Hamilton, Ont., for inclusion of their factory within the free collection and delivery limits of the express companies at Hamilton, Ont. (File No. 4214.110.)

Matter to stand pending an inspection to be made by the Board's Traffic Department.

5597. Application of the T. H. and B. Railway Company, under Sections 221, 222, and 223, for authority to construct a spur in the City of Hamilton, Ontario, from a point west of Birmingham Street on the applicant's easterly belt line to and into the lands of Sir John M. Gibson, to serve the Canadian Horseshoe Company, Limited. (File No. 22581.15.)

Judgment reserved.

5598. Application of the Corporation of the City of Hamilton, Ont., for an Order directing the T. H. and B. Railway Company, to provide watchmen and gates at the intersection of the company's northerly spur or branch railway with Barton Street in the said City of Hamilton, Ont. (File No. 18946.)

Order made dismissing the application. See Order No. 24032.

5599. Application of the City of Hamilton, Ont., for an Order directing the T. H. and B. Railway Company, and the Canadian Pacific Railway Company, to construct a foot bridge carrying the line of Ordnance Street, in the City of Hamilton, over the tracks of the companies, at the intersection of Ordnance Street and the Toronto Branch of the Toronto, Hamilton and Buffalo Railway Company and the Canadian Pacific Railway Company. (File No. 25383.)

Judgment reserved, the Board to visit the locus.

5600. Application of the City of Hamilton, Ont., for an Order amending Clause 2 of Order of the Board No. 23219, dated January 7, 1915, directing the Hamilton Radial Electric Railway Company to relocate its tracks on the ground provided for it on Sherman Inlet, in the City of Hamilton, and that the Hamilton Cataract Power, Light and Traction Company remove its transmission line to the new location. (File No. 17347.)

Order made directing the Toronto, Hamilton and Buffalo Railway Company, at its own expense, to re-arrange the bents of the timber trestle over the applicant company's line at Sherman Inlet, Hamilton, Ont.; work to be completed by the 8th November, 1915. See Order No. 24150.

5601. Application of the City of Hamilton, Ont., under Sections 247 and 248, for an Order directing the Great Northwestern Telegraph Company to remove its poles, wires and cables from portions of King Street, Main Street, James Street, and Merrick Street, in the City of Hamilton, Ont. (To be spoken to.) (File No. 19723.)

Referred to Board's Electrical Engineer for report.

5602. Application of the City of Hamilton, Ont., under Sections 247 and 248, for an Order directing the Canadian Pacific Railway Company's Telegraph to remove its wires from portions of King and James Streets, Hamilton, Ont. (To be spoken to.) (File No. 19724.)

Referred to the Board's Electrical Engineer for report.

5603. Application of the City of Hamilton, Ont., under Sections 247 and 248, for an Order directing the Bell Telephone Company of Canada to remove its wires from portions of streets in Hamilton, as follows:

York, Market, King, Main, Jackson, Catharine, Bowen, John, Highson, James, McNab, and Bay Streets. (To be spoken to.) (File No. 19725.)

Referred to the Board's Electrical Engineer for report.

5604. Application of the Corporation of the City of Hamilton, Ont., for an Order directing the Grand Trunk Railway Company of Canada to establish and maintain gates with watchmen at the intersection of Barton Street and Ferguson Avenue where the tracks of the Company (Northern and North Western Division) cross the said Barton Street, which is the original allowance for road between First and Second Concessions of the Township of Barton, Ont. (File No. 5824, Case No. 2426.)

Order made directing the Grand Trunk Railway Company to install gates at the said crossing to be operated by day and night watchmen appointed by the applicant; work to be completed by the 28th of October, 1915; 20 per cent of the cost of installing to be paid out of the Railway Grade Crossing Fund. See Order No. 24029.

5605. Application of the Toronto, Hamilton & Buffalo Railway Company for an Order to amend Order of the Board No. 24030, dated July 28, 1915, by striking out the figures "6·45" in the fifth line of the operative part of the Order and substituting therefor the figures "7.30." (File No. 24560·26.)

Order made that so long as the character of the movements over the said crossing shown to exist continues that the companies be relieved from maintaining watchman as set out in the Order. See Order No. 24030.

5606. Application of the Canadian Manufacturers' Association, for an Order disallowing the recently published tariffs of the Grand Trunk and Canadian Pacific Railway Companies containing charges for salt, when furnished by the Companies for use with ice, for protection of perishable freight in refrigerator cars. (File 26113.)

Board directed that the Railway Companies file figures within six weeks from the date of the hearing showing the cost of the whole service and that copies of the same be furnished to the applicants.

5607. The Railway Companies, through the Canadian Freight Association, will be required to report progress made in the preparation of bases for joint class and commodity tariffs between Canadian points not already published and filed, the matter having been last spoken to at the sittings at Ottawa, September 16, 1913. (File No. 5261, Case No. 1871.)

Judgment reserved. Matter stands pending the filing of further information by the Railway Companies.

5608. The London Board of Trade to be afforded the opportunity of speaking to their complaints that the Grand Trunk and Canadian Pacific Railway Companies, in conjunction with the Canadian Northern Railway Company have not published and filed joint tariffs on general merchandise between London and Canadian Northern Railway points in Ontario and Quebec. (Adjourned hearing.) (Case 1871, part 2.)

Judgment reserved.

5609. Application of the Canadian Northern Railway Company for an Order relieving it of the necessity of stopping its passenger trains at the Grand Trunk Railway Company's Don Telegraph Office, Toronto Terminals. (Adjourned hearing.) (File No. 26073.)

Order made granting the application. See Order No. 23988.

5610. Application of the London Railway Commission for authority to expropriate certain lands, being lot one on the south side of Philip Street and Lot one on the north side of Trafalgar Street, in the City of London, Ont. (File No. 25649.9.)

Order made granting the application. See Order No. 24209.

5611. Application of the Canadian Explosives, Limited, Montreal, P.Q., for an Order requiring the Grand Trunk and Canadian Pacific Railway Companies to provide interswitching facilities between their railways at Isle Perrot, near Vaudreuil, P.Q (File No. 6713·102.)

Order made directing the Grand Trunk and Canadian Pacific Railway Companies to construct an interchange track between their respective railways at the immediate west end of Vaudreuil bridge; the cost of the work to be borne by the Grand Trunk Railway Company; track to be constructed by November 7, 1915. See Order No. 24283.

5612. Application of the Township of March, Ont., for an Order directing the construction of a subway at public road between the Townships of Huntley and March, Ont., by the Grand Trunk Railway Company of Canada. (File No. 25848.)

Board decided that in view of the present financial conditions brought about by the war, and as the public was not in any way inconvenienced, and now has a safe way of crossing the tracks by the Gourley crossing that no Order should be made at present.

5613. Application of the Canadian Northern Ontario Railway Company, under Section 29, for an Order to vary the Board's Order No. 22160, re farm crossing south half of Lot 25, Concession 3, Township of March, by providing that the amount if any to be refunded by the applicant to the company as provided in said Order, shall be ascertained and determined by one arbitrator and that the costs of said arbitration shall be divided equally between the applicant and the company, and that each party shall pay its own costs. (File No. 3561.194.)

Order made appointing His Honour Judge Gunn, Junior Judge of the County of Carleton, sole arbitrator, each party to pay his own costs and one half the costs of the arbitrator. See Order 24490.

5614. Application of the Canadian Northern Ontario Railway Company, under Sections 29 and 227, for approval of proposed connection with the Canadian Pacific Railway near Chaudiere Junction, and for a rescission of that portion of Order No. 7490, dated July 6, 1909, in so far as it refers to a connection with the tracks of the Ottawa and Prescott Railway Company at mile 56.6 west from Hawkesbury. (Re-hearing.) (File No. 10823.)

Order made authorizing the Canadian Northern Ontario Railway Company, at its own expense, to construct a transfer track between its railway and the railway of the Canadian Pacific Railway Company. See Order No. 25111.

5615. Application of the Grand Trunk Pacific Branch Lines Company for approval of plan showing location of proposed connection with the Canadian Pacific Railway near the Globe Elevator at Calgary, Alta.

(Note.)—The Canadian Pacific Railway Company is required to show cause why an Order should not be made requiring that company to allow the Grand Trunk Pacific Branch Lines Company possession of lands necessary for interchange track. (File No. 10821.95.)

Order made directing the Canadian Pacific Railway Company to give up possession of the land necessary to enable the Grand Trunk Pacific Railway Company to build the interchange track and make connection with the Canadian Pacific Railway Company's tracks near the Globe Elevator upon the conditions set forth in the Order. See Order 24191.

5616. Application of the City of Hamilton, Ont., for an Order to vary Order of the Board No. 22957, dated December 5, 1914, in re subway under the tracks of the Grand Trunk Railway Company at Kenilworth Avenue, Township of Barton, Ont. (File No. 23753.)

Order to issue in accordance with draft Order to be submitted by the parties.

5617. Application of the Corporation of the City of Hamilton, Ont., for authority to construct a sewer under the tracks of the Grand Trunk Railway Company at Kenilworth Avenue, Hamilton, Ont. (File No. 26147.)

Matter settled in accordance with the terms of agreement entered into between the parties.

5618. Complaint of the Canadian Northern Railway Company that the Grand Trunk Railway Company refuse to furnish water for cleaning cars at their expense, or permit them to lay pipe to bring water to clean trains at Union Station Terminals, Toronto, Ont. (File No. 588.5.)

Matter stands, parties to file further information.

5619. *Re* City of Edmonton and Calgary and Edmonton Railway crossing at Athabasca Avenue.

(Note.)—Board will settle questions of law to be submitted to the Supreme Court of Canada. (File No. 22436.)

Settled case given to Mr. Larmouth and when printed and security for cost deposited with the Registrar of Supreme Court, certificate of Secretary of Board will be given.

5620. *Re* North Toronto Grade Separation, Avenue Road Subway.

(Note.)—Board will settle questions of law to be submitted to the Supreme Court of Canada. (File 12021.70.)

Case settled for the Supreme Court.

5621. Application of the Canadian Northern Railway Company and W. H. Dwyer, of Ottawa, Ont., for an interchange track between the Canadian Northern and Grand Trunk Railways at Ottawa, Ont. (File No. 6713.97.)

Order made authorizing the applicant company, at its own expense, to construct an interchange track. See Order No. 24416.

5622. Application of Messrs. Naud & Marquis, Quebec, P.Q., for an Order direcing the Canadian Pacific and Canadian Northern Railway Companies to establish a transfer track between their respective railways at LeChervrotière, P.Q., to serve the quarries situated at St. Mark, P.Q. (File No. 6713.96.)

Board directed that the Canadian Northern Railway Company file a statement of tonnage and furnish the applicants with a copy thereof.

5623. Application of the Canadian Northern Railway Company for authority to close Laframboise Station, Ont., as a regular billing station. (File No. 4205·83.)

Order made granting the application subject to the condition that the station be kept clean and heated for the accommodation of passengers on the arrival and departure of trains. See Order No. 24259.

5624. Application of the Canadian Northern Railway Company for authority to close the station at Cumberland, Ont., on the Company's Ottawa-Hawkesbury line. (File No. 4205·82.)

Referred to the Board's Chief Operating Officer to ascertain the exact facts and to report to the Board.

5625. Complaint of the Town of Athens, Ont., against the withdrawal of delivery service by the Canadian Northern Express Company. (File No. 4214.477.)

No Order necessary as the Canadian Northern Express Company undertakes to continue the service and not to discontinue it without making further application to the Board.

5626. Application of the London Board of Trade for joint class rates between London, Ont., and points on the Algoma Central Railway. (File No. 26039.)

Judgment reserved. Matter stands pending the filing of further information by the railway companies.

5627. Complaint of the Canadian Manufacturers' Association that the railway companies insist on charging 4th class rates on salted meats, in carloads, instead of 5th class, as provided in item 54, page 113, of the Canadian Freight Association. (File No. 19367.55.)

Order made dismissing the complaint. See Order No. 24241.

5628. Application of the Montreal Corn Exchange Association for further consideration of the application of the Canadian Pacific Railway Company, heard at Montreal, January 29, 1915, with respect to the proposed increased charges at Cartier, Ont., on western grain and grain products held at that point for orders. (File No. 8641.)

Order made authorizing the applicant company to publish and file a tariff to provide for the charging of special tolls for detention of cars containing western grain and grain products at Cartier, Ont., for more than 72 hours while awaiting furtherance orders from consignees thereof, upon the terms set out in the Order. See Order No. 24436.

5629. *Re* release of responsibility in connection with the transfer of perishable freight in cold or stormy weather filed by the Canadian Pacific Railway and approved by Order No. 23860 dated June 16, 1915.

Board will hear argument as to the Special Contract. (File No. 23540.)

Order made amending Board's Order No. 23392. See Order No. 24385.

5630. Application of the City of Toronto to use certain lands of the Canadian Pacific Railway Company in connection with the erection of a bridge at Strachan Avenue, Toronto. (File No. 21673.)

Order made amending Orders Nos. 20643 and 24923 by providing that if in the future the Canadian Pacific Railway Company establishes to the satisfaction of the Board that the alteration or demolition of the said structure is necessary, the bridge be so altered or demolished at the expense of the applicant to provide for the requirements of the railway company. See Order No. 24985.

5631. Application of the Parish of St. Viateur d'Anjour, P.Q., for an Order directing the Canadian Pacific Railway Company to establish a siding and erect a station at that point. (File No. 25711.)

Judgment reserved.

5632. Petition of the residents of the Parish of "Les Cedres", Range St. Dominique, County of Soulanges, P.Q., for an Order directing the Canadian Pacific Railway Company to have one train stop at St. Dominique for the use of the travelling public. (File No. 25862.)

Struck off the list.

5633. Complaint of the Parish of St. Michel de Vaudreuil, P.Q., that the Canadian Pacific Railway Company have closed the crossing at Ile Cadieux by means of gates, and application for an order directing the Canadian Pacific Railway Company to re-open same. (File No. 24747).

Order made that the applicant construct and maintain at its own expense highway crossing over the tracks of the Canadian Pacific Railway Company at the point in question; the switch-stand to be moved back 30 feet and the cost of such removal, not exceeding $200, to be paid by the applicant. See Order No. 24278.

5634. Application of the Parish of St. Placide and the Parish of St. Benoit, County of Two Mountains, P.Q., for an Order directing the Canadian Northern Ontario Railway Company to erect a station at Cote Double, near St. Placide, P.Q. (File No. 25625.)

Struck off the list.

5635. Application of the Citizens of St. Alexis, Que., for an Order directing the Canadian Northern Quebec Railway Company to erect a station at that point. (File No. 25877.)

Judgment reserved. Matter referred to the Board's Operating Department for report.

5636. Petition of the citizens of the Parish of St. Hermas, P.Q., against the location of the station of the Canadian Northern Ontario Railway Company at that point as approved by Order of the Board No. 15556, dated December 2, 1911. (File No. 18710.)

Board decided that the station approved by its Order No. 15556, dated December 2, 1911, should stand.

5637. Application of the Corporation of the Village of Rock Island, P.Q., for an Order directing the Boston and Maine Railroad Company to construct a public crossing at or near the passenger station at Rock Island, P.Q. (File No. 23137.)

Order made authorizing the corporation of the Village of Rock Island to construct and maintain a highway crossing over the tracks of the Boston and Maine Railway at the point in question; the applicant to open up a public highway from Morel and Tilson streets making a 40-foot roadway. See Order No. 24267.

5638. Complaint of Bird & Son, East Walpole, Mass., that the Canadian Pacific Railway Company refuse to furnish gondola cars for the carriage of coal, Quebec to Pont Rouge and Application for reduced rate when coal is loaded in box cars. (File No. 25880.)

Struck off the list.

5639. Application of the Bell Telephone Company of Canada for leave to fix an extra mileage charge for the Montreal Exchange territory at the rate of $3 per station for each quarter mile or fraction thereof, in the case of two-party lines, and at the rate of $2 per station for each quarter mile or fraction thereof in the case of four-party lines. (File Nos. 3574.113 and 3574.115.)

Judgment reserved. Matter referred to the Board's Chief Traffic Officer for report.

5640. Complaint of N. J. Epstein, of Montreal, P.Q., relative to service of the Bell Telephone Company in the City of Montreal, P.Q., and against treatment received from them in connection with account for long distance calls. (File No. 3574.134.)

Order made dismissing the complaint. See Order No. 24239.

5641. Complaint of Webster & Sons, Limited, Montreal, P.Q., that the Canadian Northern Railway Company demand payment to them of full freight charges on shipments from Longue Pointe to Montreal Junction, P.Q. (File No. 26031.)

Judgment reserved.

5642. Complaint of H. Victor Brayley, of Montreal, P.Q., respecting the shipping facilities at Rougemont, P.Q., on the line of the Central Vermont and Montreal and Southern Counties Railway. (File No. 26196.)

No action necessary, the matter having been settled.

5643. Application of the Canadian Pacific Railway Company for an Order directing the Montreal Light, Heat and Power Company to assume the cost of changes in the power line crossing incidental to the construction of Decary avenue subway, Montreal, authorized by Order of the Board No. 16102, dated March 4, 1912. (File No. 9437.112.)

Order made dismissing the application. See Order No. 24963.

5644. *Re* Grand Trunk Pacific Railway spur connection for Government Elevator, Moosejaw, Sask.

(Note.)—The railways are required to show cause why the provisions of Order No. 24080 should not be forthwith complied with. (File No. 6713.68.)

Order made directing the Grand Trunk Pacific Railway Company to construct interchange tracks between its spur to the Government Elevator and the Outlook Branch of the Canadian Pacific Railway Company at Moosejaw, Sask. See Order 24797.

5645. Application of the Town of St. Lamberts, P.Q., for an Order directing the Montreal & Southern Counties Railway:—

(*a*) To level the rails of its lines upon St. Denis, Elm, Victoria, Desaulniers, Bird, Front and Edison Streets, in the Town of St. Lamberts, P.Q.;

(*b*) To place rails and lines upon permanent foundations;

(*c*) To pave between the tracks and upon the sides thereof on St. Denis, Elm, Victoria, Desaulniers, Bird, Front and Edison Streets, in said Town of St. Lamberts, P.Q. (File No. 26337.)

See Judgment of the Chief Commissioner dated the 19th October, 1915, Appendix "C."

5646. Application of the Chambre de Commerce du District de Montreal for an Order requiring all railways to do away with all level crossings, particularly those of the Grand Trunk Railway Company in the City of Montreal, P.Q. (File No. 9437.-319.)

Judgment reserved.

5647. Application of the City of Montreal, P.Q., under Sections 29-52 and amendments thereto to vary in part the judgment of the Board made on the 18th of June, 1912, in connection with the application of the Chambre de Commerce of the City of Montreal to do away with all level crossings in the City of Montreal and particularly the level crossings along the right of way of the Grand Trunk Railway Company within the City of Montreal, P.Q. (File No. 24218.)

Judgment reserved. Board's Chief Engineer to check over the estimates.

5648. Application of the City of Montreal, P.Q., to have the Town of Verdun, in the City of Westmount and the Montreal Tramways Company made parties to the application of the Chambre de Commerce and that they be ordered to bear a portion of the cost of the track elevation of the Grand Trunk Railway Company's tracks in the City of Montreal, P.Q. (Adjourned Hearing.) (File No. 24218.1.)

Judgment reserved. Board's Chief Engineer to check over the estimates.

5649. Application of the City of Montreal, P.Q., for an Order making the Central Vermont Railway Company and the Delaware & Hudson Railway Company parties to the application of the Chambre de Commerce of the District of Montreal, to abolish all railway level crossings along the right of way of the Grand Trunk Railway Company within the limits of the City of Montreal, P.Q. (File No. 24218.2.)

Judgment reserved. Board's Chief Engineer to check over the estimates.

5650. Application of the Municipal Council of the County of Pontiac, P.Q., for an Order directing the Canadian Pacific Railway Company to make a safe crossing at the point where the Canadian Pacific Railway crosses the Bristol-Clarendon Town Line. (File No. 25189.)

Order made granting the application. Work to be done at the expense of the applicant. See Order No. 24639.

5651. Application of the Municipality of the Village of Papineauville, P.Q., for authority to open up a road which crosses the line of the Canadian Pacific Railway Company in that Municipality. (File No. 26014.)

Judgment reserved. Board to visit the locus.

5652. Complaint of the Village of Eganville, Ont., against the station and freight shed facilities furnished by the Grand Trunk Railway Company at that point. (File No. 26257.)

Matter stands upon the understanding that the Grand Trunk Railway Company will look after the facilities at Eganville.

5653. Complaint of Edward Herbert Armstrong, of the Township of Camden, Ont., against the refusal of the Campbellford, Lake Ontario and Western Railway Company to furnish him with a farm crossing on his farm in the Township of Camden, Ont. (File No. 3701.384.)

Order made directing the Railway Company to construct a farm crossing on the applicant's farm in the Township of Camden, the cost of such crossing, with the exception of the gates, to be borne and paid by the applicant; the work to be completed by the 29th October, 1915. See Order 24316.

5654. Complaint of P. A. Bradshaw, of Detler, Ont., against the refusal of the Bessemer & Barry's Bay Railway Company (Canada Iron Mines, Limited) Trenton, to fence its right of way from a point about one mile south of L'Amable Station on the Central Ontario Railway to Childs Mine. (File No. 9994.245.)

Referred to the Board's Engineer to investigate and report.

5655. Consideration of the matter of requiring further protection at the Canadian Northern Ontario Railway crossing at Front Street, Trenton, Ont., authorized by Order of the Board No. 11462, dated August 27, 1910. (File No. 3878.287.)

Order made amending Order No. 11462, dated August 27, 1910, by providing that the crossing of Front Street, Trenton, be protected by a day and night watchman, the wages of same to be paid by the Canadian Northern Railway Company.

5656. Complaint of the County of Hastings, Ont., against unprotected condition of a ditch constructed by the C. L. O. and W. Railway Company along County Road from a section house, Concession 3 along the side of road running east and west between Concessions 2 and 3, Township of Tyondinaga, Ont. (File No. 3701.380.)

No Order necessary, the railway company stating that tile had been ordered to be put in the drain and that they would restore the road to its former condition, the work to be commenced within a fortnight and completed within one month. If any dispute arises as to engineering features of the case and either party notifies the Board the Engineer will settle the dispute.

5657. Application of the City of Belleville, Ont., for an Order directing the Canadian Northern Ontario, Canadian Pacific and Grand Trunk Railway Companies to establish interswitching facilities between their respective railways in the City of Belleville, Ont., the said interswitching tracks to be located on the north side of Wharf Street. (File No. 6713.30.)

Judgment reserved.

5658. Application of the Municipal Council of the City of Belleville, Ont., the Board of Trade of Belleville, Ont., and the citizens of the City of Belleville, Ont., that the matter of providing subways at certain streets be considered at the sittings of the Board at Belleville, October 12, as a part of the interswitching proposition. (File No. 3878.569.)

Order made that the Canadian Pacific Railway and Canadian Northern Railway Companies arrange that a gateman set the switches and signals for all eastbound trains at Pinnacle Street, subject to the conditions set forth in the Order. See Order 24602.

5659. Application of the Grand Trunk Railway Company under Sections 222 and 237, for authority to construct a siding from a point on its railway west of Kingston City Station, thence extending in a southwesterly direction across William Street, across and along Ontario Street to the westerly boundary of West Street, in the said City of Kingston, Ont.

(Note.)—This matter is set down so that Order No. 23950, dated July 7, 1915, may be reconsidered. (File No. 22450.4.)

Order made amending Order No. 23950, dated July 7, 1915, by providing that the service on the said siding shall not be discontinued or the siding removed except under an order of the Board upon application, and after notice has been given by the City of Toronto; also that in lieu of payment of any damages the Canadian Locomotive Company is granted leave to connect with and use the said siding without contributing to the cost of construction thereof, but the company to pay its proportion of cost of maintenance and switching charges. See Order No. 24350.

5660. Application of Newell Healy, of St. Davids, Ont., for the special rate on fruit in baskets to apply to tomatoes in baskets. (File No. 1146.5.)

No Order necessary, the interested carriers agreeing to amend their commodity tariff naming a rate on fresh fruit in baskets, boxes and crates from St. Davids, Ont., to Toronto, Ont., so as to provide for the inclusion of tomatoes in baskets.

5661. Application of Philippe Remy, of Brantford, Ont., for an Order directing the Lake Erie and Northern Railway Company to pay him damages for injury to his property (on Lot 13, southwesterly side of Henry Avenue, Brantford, Ont.); occasioned by the construction of an embankment in front of said property on Henry Avenue, and upon which the railway is carried over said Henry Avenue, Brantford, Ont. (File No. 18034.83.)

See Judgment of Chief Commissioner, Appendix "C," directing that the applicant be paid the sum of $300 by the railway company.

5662. Application of Thomas Embury, of Jerseyville, Ont., for an Order directing the Toronto, Hamilton and Buffalo Railway Company to provide him with a farm crossing on his property on the east half of Lot 57, Concession 3, Township of Brantford, Ont. (Adjourned hearing.) (File No. 24985.)

Order made directing the Toronto, Hamilton and Buffalo Railway Company to provide and construct a farm crossing with gates on the applicant's property. See Order No. 24315.

5663. Application of the Corporation of the City of Hamilton, Ont., for an Order directing the Grand Trunk Railway Company and the Hamilton Street Railway Company to provide watchmen and gates at the intersection of King Street with the Port Dover Branch of the Northern and Northwestern Division of the Grand Trunk Railway, in the City of Hamilton, Ont., the cost of such protection to be borne by the said companies. (File No. 9437.609.)

Board decided that no Order would be made; the City of Hamilton to arrange with the Grand Trunk Railway to have the watchmen made policemen with power to regulate the traffic at the crossing.

5664. Application of the Corporation of the City of Hamilton, Ont., for an Order directing the Grand Trunk Railway Company to provide proper protection at the intersection of Main Street and Ferguson Avenue where the tracks of the company cross said Main Street, which is the original allowance for road between Second and Third Concessions of the Township of Barton, now in the City of Hamilton, Ont. (File No. 9437.608.)

Order made that the interlocker at the said crossing be operated by a day and night watchman appointed by the Grand Trunk Railway Company as agent for the Hamilton, Grimsby & Beamsville Electric Railway Company; the wages of the said watchman to be paid one third by the City of Hamilton, one-third by the Grand Trunk Railway Company and one-third by the Hamilton, Grimsby & Beamsville Electric Railway Company. See Order No. 24328.

5665. Complaint of the Municipality of the Township of Albion, Ont., relative to the alleged dangerous conditions existing at the crossing of the Canadian Pacific Railway Company in the Village of Mono Road, Ont. (File No. 9437.1252.)

Order made directing the Canadian Pacific Railway Company to install an automatic bell at the said crossing; work to be completed in the spring of 1916; 20 per cent of the cost of installing the said bell to be paid out of the Railway Grade Crossing Fund and the balance by the Railway Company. See Order No. 24324.

5666. Complaint of Arthur McDonald, of Terra Cotta, Ont., acting for the Farmers' Club, alleging inadequate accommodation for the handling of freight and passenger traffic at that point. (File No. 26178.)

No Order made, the Railway Company undertaking to put in a lamp for the late trains and to install a stove in the building and keep a fire in it during cold weather.

5667. In *re* protection at the crossing of the Grand Trunk Railway Company at Hurontario Street, Port Credit, Ont., and Order of the Board No. 19564, dated June 11, 1913.

(NOTE.—The Board will take up the question of the payment of the costs as between the Railway Company, the Township of Toronto, and the Village of Port Credit. (File No. 9437.178.)

Order made that Orders Nos. 10749, 16005 and 19564, dated respectively May 10, 1910, February 16, 1912, and June 11, 1913, be amended to provide that the 20 per cent required to be contributed by the Township of Toronto towards the expense of maintaining the watchman at said crossing be borne and paid one-half by the Township of Toronto and one-half by the Village of Port Credit. See Order No. 24338.

5668. Application of the Corporation of the Township of Southwold, Ont., for an Order directing the opening of a crossing on the public highway known as John Street, in the Police Village of Shedden, Ont., over the tracks of the Michigan Central Railroad Company. (File No. 25954.)

Order made directing the Michigan Central Railroad Company to construct a proper approach to the station at Shedden, Ont.; plans to be filed by the 16th November, 1915, with the Board. See Order No. 24321.

5669. Consideration of the matter of protection at the crossing of the Grand Trunk Railway Company immediately west of Lorne Park Station, Hamilton Division, Ont. (File No. 9437.1094.)

Order made directing the Grand Trunk Railway to install gates at the said crossing to be operated by day and night watchmen; detail plans to be filed by the 19th day of November, 1915; 20 per cent of the cost of installing to be paid out of the Railway Grand Crossing Fund; 60 per cent to be paid by the Railway Company; and 20 per cent by the Township of Toronto; 75 per cent of the cost of maintenance to be paid by the Railway Company and 25 per cent by the Township of Toronto. See Order No. 24343.

5670. Consideration of the matter of protection at the crossing of the Grand Trunk Railway Company over the Kingston Road, near West Hill, in the Township of Scarboro, Ont. (Adjourned hearing.) (File No. 9437.1202.)

Application struck off the list.

5671. Application of Michael Griffin, of Whitby, Ont., under Section 235 for an Order directing that the Toronto Eastern Railway Company pay damages to him for injury to his property known as Lots 243, 244, 245 and 246 on the north side of Mary Street, Whitby, Ont., being a subdivision of part of Block 26, Second Concession of the Town of Whitby, Ont. (File No. 15881.64.)

Order made dismissing the application. See Order No. 24904.

5672. Application of the Canadian Northern Railway Company, under Section 237, for authority to construct a siding across the public road between Lot 35, Concession 3, Township of Markham, and Lot 1, Concession 3, Township of Whitchurch, Ont. (File No. 22370.135.)

Order made that the Canadian Northern Railway Company construct the siding across the public road as applied for. See Order No. 24331.

5673. Application of the Canadian Pacific Railway Company, for approval of the revised location of station at Waterford, Ontario, on the Lake Erie and Northern Railway. (File No. 18034.92.)

Order made granting the application subject to the Applicant Company's providing a safe road access to the station and erecting a substantial fence. Order No. 24024, dated July 23, 1915, rescinded in part. See Order 24630.

5674. Application of the Corporation of the City of Toronto, Ontario, for an Order amending Order No. 7813, respecting construction of a high level bridge over the Don Improvement and the tracks of the Canadian Pacific Railway Company, the Grand Trunk Railway Company, and the Canadian Northern Ontario Railway Company, at Queen Street East, in the City of Toronto, Ontario. (File No. 1621 Part 2.)

Order made directing the Canadian Pacific Railway, Grand Trunk Railway, and Canadian Northern Ontario Railway Companies to pay to the City of Toronto their proportions of the expense incurred to date on the work of the high level bridge over the Don Improvement, as required by Order of the Board No. 7813, dated July 3, 1909. See Order 24347.

5675. Application of the City of Toronto, Ontario, under Sections 235 and 237, for leave to construct a foot subway at Ashdale Ave., under the tracks of the Grand Trunk Railway Company of Canada and for approval of plan submitted. (File No. 26214.)

Order made authorizing the City of Toronto at its own expense to construct and maintain a foot subway at Ashdale Ave. under the tracks of the Grand Trunk Railway Company, the said subway to provide for the laying of five tracks. See Order No. 24349.

5676. Complaint of E. C. Frazer, Mountain, Ontario, J. C. Tinkess, Hallville, Ontario, and others against the changes in connection from Kemptville to South Mountain Exchange by the Bell Telephone Company. (File No. 3574.103.)

See Judgment of Commissioner S. J. McLean, Appendix "C," that the Board has no jurisdiction to deal with the matter involved, and, therefore, no further action can be taken.

5677. Complaint of the Spanish River Pulp and Paper Mills, of Sault Ste. Marie, Ont., that the Canadian Pacific Railway Company refuse to apply the Sault Ste. Marie-Michigan commodity rate of 25 cents per 100 pounds on machinery from Massachusetts points to Espanola, Ontario. (File No. 26207 and File No. 26207.1.)

Order made that the Canadian Pacific Railway Company refund to the complainant the sum of $333.84 being the amount overcharged on the shipments in question. See Order No. 24641.

5678. Application of Milk Shippers for a reconsideration of the Order requiring shippers to supply a man to assist in unloading empty milk cans, and the question of general handling of the same.

NOTE.—Railway companies will be required to show cause why a General Order should not issue fixing the minimum number of milk cans requisite, or minimum carload rate necessary in order to entitle a shipping station to a separate car. (File No. 16939.1.)

Order made refusing the application. See Order No. 24586.

5679. Complaint of the United Fruit Growers, the Nova Scotia Fruit Growers, and the King's County Board of Trade against the advanced rates on apples and potatoes to Halifax for export, as published in the Dominion Atlantic Railway Company's Tariff, C.R.C. No. 454 and C.R.C. No. 455, respectively, to become effective October 25, 1915. (File No. 26388.)

Order made directing that Order No. 24313 be rescinded and that the tariffs of the Dominion Atlantic Railway Company C.R.C. No. 454 and the C.R.C. No. 455, become effective on December 10, 1915. See Order No. 24489.

5680. Application of the Corporation of the City of Ottawa, Ontario, under section 250, for an Order permitting the said corporation to construct and maintain a double line of 51-inch steel water pipe through, across and under the Broad Street Yard of the Canadian Pacific Railway Company, in the City of Ottawa, Ontario. (File No. 26407.)

Order made refusing the application. See Order No. 24437.

5681. Complaint of receiver of "Lucky Jim" Mining Company against the Canadian Pacific Railway Company's switching charge of $2 per ton on ore. (File No. 22370.84.)

Stands awaiting effort of the parties to reach a satisfactory arrangement.

5682. Application of Mr. Isaie Belair for an Order directing the Canadian Northern Railway Company to erect a station on its line at St. Eustache, P.Q., at a point on "Range du Lac" Road. (File No. 26331.)

Application dismissed.

5683. Application of the Imperial Oil Company, Limited, under Section 321, for an Order directing the Canadian Pacific Railway Company to reduce its freight rates on petroleum and petroleum products in carload lots, from the City of Vancouver, B.C., east to Alberta points. (File No. 25727.)

No action taken. Application withdrawn.

5684. Application of the City of Brandon, Manitoba, for an Order permitting the Brandon Electric Light Company and the owners of other warehouses, situated between the Electric Light Company's plant and Princess avenue, to unload cars from the spur line of the Canadian Northern Railway Company, on the lane between Lorne and Princess avenues.

(Note).—The parties will speak to the settlement of an agreement to be entered into by the parties interested. (File No. 16119.)

Matter stands to enable the parties to complete the agreement submitted to the Board.

5685. Complaint of the Brandon Board of Trade against the rate charged on green hides, carloads, Brandon to St. Paul and Minneapolis. (File No. 26095.)

Board directed that the Great Northern Railway Company should put into effect the reduced Brandon rate.

5686. Application of the Town of Virden, Manitoba, for an Order requiring the Canadian Pacific Railway Company to construct a bridge over the company's tracks at a convenient spot in said Town of Virden, in order to lessen the danger to school children and pedestrians who have to cross the tracks. (File No. 21921.)

Judgment reserved, Board to visit the locus.

5687. Complaint of the Municipality of Tache, Manitoba, relative to the train service at Lorette and Dufresne, Manitoba, on the line of the Canadian Northern Railway Company (Rainy River Subdivision). (File No. 25347.)

Case struck off the list as no further action necessary.

5688. Application of the Town of Hanna, Alberta, for an Order directing the Canadian Northern Railway Company to construct proper grading at point where "Y" crosses Second avenue, Hanna, Alberta. (Adjourned hearing). (File No. 25643.)

Case struck off the list to be re-instated at the request of the applicants at any time.

5689. Application of Summit Lime and Cooperage Works, of Lethbridge, Alberta, for the privilege of shipping lime in mixed carloads with lumber, brick, etc. (File 26029.)

Case struck off the list to be reinstated at the request of the applicants at any time.

5690. Application of the Riverside Lumber Company, of Calgary, Alberta, for the addition of common lumber, at ratings L. C. L. 4th, C. L. 10th class, to the building material list at page 112 of the Canadian Freight Classification No. 16, in connection with Rule 2 (c) page 47, so as to provide for the shipment of lumber with building material so listed, at 10th class rates in mixed carloads between points west of Port Arthur, Ontario. (Adjourned hearing.) (File No. 19367.40.)

Case struck off the list to be reinstated at the request of the applicants at any time.

5691. Consideration of the question of conditions governing shipments of perishable commodities in heated cars in winter, and in *re* Order of the Board No. 24459, dated November 20, 1915. (File No. 23540.)

See judgment of Assistant Chief Commissioner Scott, Appendix "C."

5692. Complaint of W. J. Bell, Sudbury, Ontario, against train service of the Canadian Northern Ontario Railway from Sudbury to Thor Lake, Ont. (File No. 26346.)

Stands adjourned pending adjustment between the parties.

5693. Complaint of the Canadian Manufacturers' Association on behalf of the Page-Hersey Iron Tube and Lead Co., Ltd., against the proposed increase in the rate of wrought iron pipe from Welland, Ontario, to the Atlantic seaboard, for export. (File No. 26527.)

Board decided no action necessary.

5694. Complaint of W. J. Bell, Sudbury, Ontario, against train service of the Canadian Northern Ontario Railway from Sudbury to Thor Lake, Ont. (File No. 26346.)

Matter stands to enable the parties to reach an adjustment.

5695. Application of the Electrical Commission of Montreal for approval of plans and specifications respecting Sections 6 and 7 of the Conduit System of the City of Montreal. (File No. 26460.)

Judgment reserved. Board's Electrical Engineer to report in the matter.

5696. Application of the Corporation of the Village of Ormstown, P.Q., for an Order directing the Grand Trunk Railway Company to place an electric bell or some means of warning at alleged dangerous crossing in the Village of Ormstown, P.Q. (File No. 9437.1327.)

Referred to the Board's Chief Operating Officer for investigation and report.

5697. Application of the Municipal Council of the Town of Coaticook, P.Q., for an Order directing the widening of the viaduct under the tracks of the Grand Trunk Railway Company on Main Street, Coaticook, P.Q. (File 9437.1294.)

Stands adjourned to be brought on at the request of the parties.

5698. Complaint of the Municipal Association of LaSalle, P.Q., relative to the train service of the Canadian Pacific Railway Company and the New York Central Railroad Company to and from Highlands, Que., and Montreal, Que. (File No. 19855.23.)

Judgment reserved. Board's Chief Traffic Officer to make a report.

5699. Application of the Parish of St. Placide and the Parish of St. Benoit, County of Two Mountains, P.Q., for an Order directing the Canadian Northern Ontario Railway Company to erect a station at Cote Double, near St. Placide, P.Q. (File No. 25625.)

Order made granting leave to the applicants at their own expense to construct a shelter and platform on the C.N.R. at Cote Double. See Order No. 24613.

5700. Petition of the citizens of the Parishes of St. Eustache, St. Joseph du Lac and St. Dorothe, P.Q., for an Order directing the Cnadian Pacific Railway Company to construct a siding for the unloading of manure on the property of Mr. J. H. Theoret, Parish of St. Eustache, P.Q. (Adjourned hearing). (File No. 22370.127.)

Order made directing the Canadian Pacific Railway Company to construct a siding on the property of J. H. Theoret, in the Parish of St. Eustache, upon the terms set out in the Order. See Order 24607.

5701. Complaint of the Town of Iberville, P.Q., respecting the train service of the Central Vermont Railway Company and the Grand Trunk Railway Company at that point. (File No. 26323.)

See Judgment of Chief Commissioner, Appendix "C", deciding that under the circumstances the Board could make no Order.

5702. Application of the Corporation of the Town of Richmond, Que., for an Order directing the Grand Trunk Railway Company, the Bell Telephone Company and the Great Northwestern Telegraph Company to remove or re-arrange their poles in such a way as to allow free and easy access to the Grand Trunk Railway Company's station from Main Street, Richmond, P.Q. (File No. 26280.)

Board directed that an Order should go pursuant to its direction but not to issue for one week to enable the Bell Telephone Company to file evidence, if any, as to consent of the Municipality to the poles complained of being placed on the street.

5703. Application of the Parish of Vaudreuil, Que., for an Order directing the construction of a subway under the Grand Trunk Railway at what is known as Double Road or French Road, West of Vaudreuil, Que. (This road is called Double Hill, French Hill, Petite Cote de Vaudreuil, St. Michel Road, St. Antoine Road, etc.) (Adjourned hearing). (File No. 9437.1190.)

Matter referred to the Board's Operating Officer for report.

5704. Application of L'Union Co-operative des Laitiers de Montreal, Que., under Section 317, for an Order directing all railway companies with railway lines and trains running into Montreal:—

1. To change the hours of the arrival of their milk trains from that of the morning to the evening.

2. To furnish refrigerator Cars for the transportation of milk to Montreal in the evening.

3. To run milk-trains to Montreal on Sundays as well as on the week days. (File No. 16939.7.)

Case struck off the list.

5705. Complaint of the West India Company, Limited, Montreal, P.Q., against the rates charged by the Grand Trunk Railway Company on eleven cars of Bran, Toronto, to St. Johns, N.F. (File No. 26387.)

Stands; the Railway Company to furnish the Board with the information as to how many cars were ordered, how many the Company was short, and what the dmand on its rolling stock was, and the general movement.

5706. Application of the Chambre de Commerce of the City of Montreal for an Order directing the Grand Trunk Railway Company to do away with all grade crossings along its right of way within the limits of the City of Montreal, P.Q., and

Application of the City of Montreal for a re-opening of the hearing on the above application in order that the City may submit reasons and arguments to show that there is nothing to prevent the Grand Trunk Railway Company from securing the necessary monies to finance the cost of elevating its tracks within the limits of the City of Montreal, P.Q. (File No. 9437.319.)

Judgment reserved.

5707. Application of the Lachine, Jacques Cartier & Maisonneuve Railway Company, under Sections 151 and 237, for authority to divert Lumsden and Morrison Avenues, St. George, St. Famille, St. Urbain and St. Charles Borrome Streets, and lanes located from Park Avenue No. 2 to east of St. Lawrence Boulevard, all said streets and lanes located on the northwest side of the proposed right-of-way of the Lachine, Jacques Cartier & Maisonneuve Railway Company, and for the approval of the street crossings and street profiles between St. Lawrence Boulevard and Park Avenue as follows: St. Lawrence Boulevard, St. Charles Borrome Street, St. Urbain Street, St. Famille Street, St. George Street, Morrison Avenue, Lumsden Avenue, MacPherson Avenue, Mance Street, Park Avenue, Park Avenue No. 2, in the City of Montreal, P.Q. (File No. 14329.24.)

Order made authorizing the applicant company to divert the streets in question into a proposed new street on the north side of the applicant's proposed right of way. Authority given by the Order to be exercised by the 31st December, 1917, otherwise the Order will become in-operative. See Order 24765.

5708. Complaint of Phillibert Larose alleging lack of supplies for the cleaning, lighting, and heating of the Canadian Northern Quebec Railway Company's station at Larose, P.Q., and application of the Canadian Northern Quebec Railway Company for an Order rescinding Order of the Board No. 17922, dated November 1, 1912, which requires the railway company to provide a flag station for passenger purposes only at Larose Station, P.Q. (File No. 19979.)

Order made authorizing the Canadian Northern Quebec Railway Company to close Larose Station during the winter season as a flag station for passenger trains. Station to be opened from the 1st May up to and including the last day of October in each year. See Order 24739.

5709. Application of the W. A. Jenkins Manufacturing Company, of London, Ont., for application of special grain product rates on shipments of "calf meal" from London, Ont. (File No. 19367.57.)

Struck off the list, matter having been arranged to the satisfaction of the parties.

5710. Complaint of the Canadian Press Association et al, against the proposed increases in the rates on news-print paper from the mills in eastern Canada to various destinations in eastern Canada. (File No. 25547.2.)

Judgment reserved.

5711. The Canadian Pacific Railway Company will be required to justify their practice of making a charge of $3 for changing destination when both the old and new destination is in the same group of terminals. (File No. 25957.)

Order made dismissing the complaint. See Order No. 24714.

5712. Application of the Canadian Northern Railway Company for an Order amending Order of the Board No. 24462, dated the 19th of November, 1915, relative to ticket office on train floor, Union Station, Toronto, Ont., by providing that the basis of expense for ticket offices be provided either on the basis of tickets sold or on the amount of ticket sales. (File No. 588.32.)

Order made rescinding the operative part of Order No. 24462, dated November 19, 1915, and substituting therefor a new clause. See Order 24706.

5713. Application of the Canadian Northern Railway Company, under Section 317, or 334, for an Order directing the Grand Trunk Railway Company to interchange freight traffic with the Canadian Northern Railway Company at North Bay on an equality with the Canadian Pacific Railway Company. (File No. 26592.)

See Judgment of Chief Commissioner, Appendix "C."

5714. Application of the Corporation of the County of Renfrew, Ont., for a crossing at grade at the new Graham's Bridge, in the Township of Westmeath, and for an Order directing the Canadian Pacific Railway Company to build and maintain that portion of said new bridge which would be upon its right of way. (File No. 9437.661.)

Judgment reserved. Referred to the Board's Chief Engineer for inspection and report.

5715. Complaints of the Corporation of the Town of Pembroke, Ont., and the residents of Townships of Rolph, Wylie and Buchanan, Ont., relative to the train service of the Canadian Pacific Railway Company east and west of Pembroke and between North Bay and Ottawa. (File No. 26563.)

Judgment reserved. Matter referred to the Board's Chief Operating Officer to report on.

5716. Application of the Montreal & Ottawa Railway Company under Sections 222 and 237, for authority to construct a spur for the Rigaud Granite Company, in the Village of Rigaud, Que., from a point on the Applicant Company's Main Line, Ottawa to Montreal in Lot 120, of the said Village of Rigaud, thence across Lots 120, 119, 111, 110 and 109, thence across a highway and Lot 108 into the premises of said Rigoud Granite Company in the Village of Rigaud aforesaid. (File No. 23947.1.)

Order made authorizing the construction of the spur in question. See Order No. 24804.

5717. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to cross Russell Road with proposed connection track between the Canadian Northern Ontario Railway and the Grand Trunk Railway, in Lot 11, Township of Gloucester, Ont. (File No. 3878.584.)

Order made authorizing the Canadian Northern Railway Company to cross Russell Road, the question of diversion and protection of the highway reserved for further consideration. See Order 24898.

5718. Application of the Canadian Northern Ontario Railway Company, under Section 237, for approval of public road crossing in Lot 2, Concession Junction Gore, Township of Gloucester, Ont., by proposed connecting track between the Grand Trunk and Canadian Northern Ontario Railways. File No. 3878.585.)

Heard at Ottawa sittings February 8, 1916. Order made authorizing the connection between the Grand Trunk Railway Company's line and that of the applicant company. See Order No. 24891.

5719. Application of the Canadian Northern Ontario Railway Company, under Section 227, for authority to connect the tracks of the Canadian Northern Ontario Railway Company Montreal-Ottawa Line with the tracks of the Grand Trunk Railway Company near Ottawa, North of the Grand Trunk Railway Main Line. (File No. 3878.575.)

Heard at Ottawa sittings February 8, 1916.

Order made authorizing the connection between the tracks of the Montreal-Ottawa line and the tracks of the Grand Trunk Railway Company. See Order 24888.

5720. Consideration of the extra charges proposed by the carriers for heated refrigerator car services in eastern Canada, as covered by the special tariffs suspended by the Order of the Board No. 24680 of the 27th January, 1916. (File No. 18855·11.)

Judgment reserved.

5721. In the matter of the notice given to the Canadian Northern Railway Company by the Grand Trunk Railway Company and the Canadian Pacific Railway Company declining to accept shipments of explosives from the Canadian Northern Railway Compnay. (File No. 1717.13.)

See Judgment of Assistant Chief Commissioner, Appendix "C."

5722. The Canadian Northern Railway Company to show cause why its special Proportionate Freight Tariff C.R.C. No. E-732, effective January 18, 1916, applicable from Toronto to Regina on tank and still structural material ex Sarnia should not be disallowed as being in contravention of the "equality" and "joint traffic" provisions of the Railway Act. (File No. 26686·1.)

Order made dismissing the application. See Order No. 24750.

5723. Application of the Imperial Oil Company, Limited, for an Order under Section 334 of the Railway Act, and other sections applicable, requiring the Pere Marquette, Canadian Pacific and Canadian Northern Railway Companies, also the Grand Trunk and Canadian Northern Railway Companies to agree upon and file a joint tariff on tank and still structural material, in carloads, at 75 cents per 100 lbs. from Sarnia, Ont., to Regina, Sask. (File No. 26686.)

Order dismissing the application. See Order No. 24750.

5724. Consideration of the amended rules and regulations proposed by the railway companies for the transportation of explosives. (File No. 1717.)

Judgment reserved.

5725. Consideration of the rules and regulations proposed by the railway companies for the transportation of dangerous articles other than explosives. (File No. 1717.1.)

Judgment reserved.

5726. In the matter of the complaint of the Municipal Council of the County of Hastings, et al, regarding inefficient train service on the Trenton to Maynooth portion of the Central Ontario Railway Branch of the Canadian Northern Ontario Railway Company, and in the matter of the application of the said Municipal Council for a better mail and passenger service between Trenton and Maynooth. (File No. 25481.)

Board directed that an Order go for the extension of mixed train service three days a week. Board's Chief Operator to investigate the freight figures of the Railway Company to see if anything more can be done for the complainants.

5727. Application of the residents in the neighbourhood of Martin's Siding, Ont., and the Muskoka Wood Manufacturing Company, Limited, of Huntsville, Ont., for a flag station at Martin's Siding, about five miles south of Huntsville, Ont., on the line of the Grand Trunk Railway Company. (File No. 25983.)

Order made that the Grand Trunk Railway Company stop trains Nos. 41 and 44 on flag at Martin's Siding. The applicants to provide the necessary shelter and platform. See Order No. 24760.

5728. Application of the Grand Trunk Railway Company for re-consideration of Order of the Board No. 24217, dated September 25, 1915, in re-crossing of Ridge Road (known as Watt's Crossing) in the Township of Oro, Ont., by the Grand Trunk Railway Company. (File 25652.)

Order made that when required by traffic conditions a grade of 10 per cent be provided on the approach to the Concession Road in the Township of Oro; that the Ridge Road be widened to 50 feet. For other conditions see Order No. 24773. Order No. 24217, dated September 25, 1915, rescinded.

5729. Application of the Corporation of the City of Hamilton, Ont., that Order No. 24614, dated December 28, 1915, which directs that thirty per cent of the cost of constructing the new bridge carrying the line of King street over the tracks of the Toronto, Hamilton and Buffalo Railway Company be borne and paid by the City of Hamilton and seventy per cent by the Toronto, Hamilton and Buffalo Railway Company, be amended by re-apportioning the cost so as to reduce the amount payable by the City and directing the Hamilton Street Railway Company to share in the cost thereof. (File No. 24499.)

Order made dismissing the applications but directing that detail plans of the proposed bridge to be constructed under Order No. 24614 be filed by the Toronto, Hamilton and Buffalo Railway Company within three weeks from the date of the Order. See Order No. 24761.

5730. Application of the Toronto, Hamilton and Buffalo Railway Company for a rehearing of the application of the City of Hamilton, Ont., for the construction of a new highway bridge on King street, in the City of Hamilton, over the tracks of the Toronto, Hamilton and Buffalo Railway Company and Canadian Pacific Railway Company, upon the ground that the cost of the work as provided by Order of the Board No. 24614, dated December 28, 1915, should be re-apportioned, the amount payable by the Toronto, Hamilton and Buffalo Railway Company reduced and the Hamilton Street Railway Company ordered to pay a fair proportion of the cost, having regard to the fact that the Hamilton Street Railway Company is the junior company and that the bridge is to be constructed for its benefit. (File No. 24499.)

Order made dismissing the applications and directing that detail plans of the proposed bridge to be constructed under Order No. 24614 be filed by the Railway Company within three weeks from the date of the Order. See Order No. 24761.

5731. In the matter of protection to be provided at the Ancaster Road crossing and the distribution of costs thereof, and in the matter of the application of the Toronto, Hamilton and Buffalo Railway Company to allow the watchmen of the said crossing to be away on Sundays except during such time as they may be required to take care of the flagging of trains over this crossing. (File No. 9437.628.)

Order made directing the railway company to improve the view at the crossing as directed in the Order; work to be completed by the 1st of July, 1916, company relieved from maintaining a watchman at the crossing on Sundays provided that the movement of any trains over the crossing is flagged. See Order No. 24762.

5732. Application of the Municipal Council of the Township of Lancaster, Ont., for a public crossing over the tracks of the Toronto, Hamilton and Buffalo Railway Company on Leland street, West Hamilton, Township of Ancaster, Ont. (File No. 23195.)

Order made granting the application. Cost of constructing and maintaining the highway to be paid by the applicant. See Order 24822.

5733. Application of the Corporation of the Town of Burlington, Ontario, for an Order directing that an electric warning bell be placed at the point where the Grand Trunk Railway crosses Ontario street in the vicinity of Brant avenue, Burlington, Ontario. (File No. 9437.1322).

Order made directing the Grand Trunk Railway Company to install by June 1, 1916, an automatic bell. Twenty per cent of the cost of installing to be paid out of

the Railway Grade Crossing Fund and the remainder by the railway company. See Order No. 24755.

5734. Application of the Toronto and Hamilton Highway Commission, under section 237, for leave to construct and maintain a highway across the right of way of the Grand Trunk Railway Company Northern and Northwestern Division in the Town of Burlington, Ontario, and across the track of the Hamilton Radial Electric Railway Company where the said track is laid along Maple avenue, Burlington, and for an Order closing the crossing over the said tracks of the Grand Trunk Railway Company and the Hamilton Radial Electric Railway Company at Water street near the proposed crossing, as shown on plan submitted with original application dated December 6, 1915. (File No. 26552.)

Order made granting the application.

5735. In the matter of alleged dangerous condition of King street crossing, Berlin, Ontario, by reason of certain trees shutting off the view of approaching trains. Grand Trunk Railway. (File No. 9437·124.)

Order made directing that the city of Berlin be required to trim and keep trimmed from time to time, the trees obstructing the view at King street crossing See Order No. 24764.

5736. Application of Noecker Brothers, of Drayton, Ontario, for an Order directing the Grand Trunk Railway Company to install spur or siding facilities to serve the applicants' properties at Drayton, Ontario. (File No. 26440.)

Referred to the Board's Chief Engineer to investigate the question of cost and report to the Board, and if necessary the Board will issue an Order under Section 226 of the Railway Act.

5737. Application of the Municipality of the Township of Etobicoke, Ontario, for an Order requiring the Grand Trunk Railway Company to construct an overhead bridge over its line of railway at a point where same crosses road in Lot 25, Concession A., Township of Etobicoke, Ont. (File No. 9437.1317.)

Order made directing the Grand Trunk Railway Company to install improved type of automatic bell at said crossing by the 1st June, 1916. Twenty per cent of the cost of installing the bell to be paid out of the Railway Grade Crossing Fund and the remainder by the railway company. See Order No. 24754.

5738. Complaint of the Board of Trade of Mimico, Ontario, that the station location and facilities proposed to be supplied by the Grand Trunk Railway Company, under Order of the Board No. 24501, dated November 29, 1915, are totally inadequate and unsuitable for the requirements at that point. (File No. 24669.)

Order made granting the application at the expense of the railway Company. The railway company to install a gate on the east side of the crossing. See Order 22219.

5739. Consideration of the matter of protection at Ridout, Richmond, Waterloo, Colborne, Burwell, William, Maitland, Adelaide, Rectory, Egerton, and Clarence streets; where the said streets are crossed by the tracks of the Grand Trunk Railway Company; the Michigan Central Railroad Company and the London and Port Stanley Railway Company, in the city of London, Ontario. (File No. 9437.157.)

Order made directing the Grand Trunk Railway Company to install gates at the crossings of Waterloo and Colborne streets, in the City of London, to be operated day and night. Sixty per cent of the cost of installation to be borne and paid by the Railway; 20 per cent by the City of London, and 20 per cent out of the Railway Grade Crossing Fund. The protection of the other streets mentioned to be left for further consideration. The gates to be installed by August 31, 1916. See Order 25012.

5740. Consideration of the question of installing trolley guards on the London Street Railway Company's trolley wires at crossings, and of requiring the wires of the London and Port Stanley Railway Company to be insulated for such a distance at each side of the crossings as will prevent the possibility of electrical connection with a trolley pole of the London Street Railway Company. (File No. 26603.)

Judgment reserved, the London Street Railway Company to submit drawing of the proposed connections.

5741. Application of the London Railway Commission for authority to erect a siding across Bathurst street to supply the Hunt Milling Company, the Hydro transformer station, and the City Gas Company, the Hydro transformer station, and the City Gas Company, in the City of London, Ont. (File No. 25649.3.)

Order made subject to the report and inspection of the Board's Electrical Engineer.

5742. Application of the London Railway Commission for an interchange track between the London and Port Stanley Railway Company and the Grand Trunk Railway Company on Burwell street in the City of London, Ont. (File No. 25649·16.)

Order made granting the application.

5743. Consideration of the value of the Grand Trunk Railway Company's property to be taken and used by the London and Port Stanley Railway Company under the provisions of Order No. 23753, dated May 27, 1915. (File No. 25649.2.)

Order made authorizing the construction of the spur. See Order No. 24950.

5744. Application of the Department of Public Works of the Province of Ontario, Colonization Roads Branch, under Section 237, for an Order granting permission for the construction of a grade crossing over the right of way of the Grand Trunk Railway Company, Canada Atlantic Division, on Lot 9, Concession 6, Township of Airy, near Whitney Station, Ont. (File No. 26250.)

Order made dismissing the application. See Order No. 24763.

5745. Application of Quinlan & Robertson, Limited, Toronto, Ont., for approval of plans showing cableway and design of bridge for track protection over the Grand Trunk Railway Company's tracks in the Valley of the Don at the site of the Bloor street Viaduct, Toronto, Ont. (File No. 22967·1.)

Order made authorizing the applicants to erect and maintain a cableway and bridge for the protection of traffic over the Grand Trunk and Canadian Northern Railway tracks in accordance with the plan filed. For further conditions see Order No. 24780.

5746. Application of William Ellis, of Toronto, Ont., for a siding from the line of the Graund Trunk Railway Company to his premises on St. Clair avenue, Toronto, Ont. (File No. 22333.35.)

Order made directing the Grand Trunk Railway Company to construct, maintain and operate a siding as applied for. See Order 24778.

5747. Application of the Canadian Northern Railway Company that the Grand Trunk Railway Company be directed to either restore the original main line route between the Don and Rosedale, or to change the crossovers, including frogs and switch targets, so that it will make a proper route for main line trains when normal main line indications are showing. (File No. 2606.)

Application withdrawn.

5748. Complaint of Mrs. Ella J. Wheler, of Toronto, Ont., that the Bell Telephone Company of Canada refuses to install a telephone instrument in her house. (File 26623.)

Order made directing the Bell Telephone Company to install a telephone instrument in the complainant's house and provide all reasonable and proper facilities for its use. See Order No. 24757.

5749. Complaint of the Citizens of Hagersville, Ont., against the action of the Great Northwestern Telegraph Company in closing its telegraph station in that town. (File No. 10041.55.)

Order made directing the Great North-Western Telegraph Company to forthwith install a telegraph apparatus in the Michigan Central Railway Company's station in the Town of Hagersville. See Order No. 24794.

5750. Application of the Municipality of the Town of Chesley, Ontario, for an Order directing the removal of the Bell Telephone Company's poles on Main street from the west side to the east side in order to avoid double crossing at the corner of Adolph and Main streets and to keep all the Bell Telephone Company's poles on one side of the street and the Town Hydro poles on the other side. (File No. 26638.)

Order made directing that the poles of the Bell Telephone Company on Main street in the Town of Chesley, be moved to the east side of the street, the work to be done by the Provincial Hydro Electric Commission at the cost of the applicant. See Order No. 24776 and amending Order 24787.

5751. Complaint of Albert Powers, Picton, Ont., against the rate of 40 cents charged by the Canadian Northern Express Company on fruit from Trenton to Picton, ex the Niagara district. (File No. 4314·391.)

Judgment reserved.

5752. Complaint of T. H. Taylor Company and the Canada Flour Mills Company, of Chatham, Ont., against the switching charge of two cents on grain milled at Chatham, Ont. (File No. 26181.)

Order made dismissing the complaint. See Order No. 24868.

5753. Application of the Canadian Tungsten Lamp Company, Limited, of Hamilton, Ont., for a revision of the classification of Tungsten Lamps. (File No. 19367.58.)

Judgment reserved.

5754. Complaint of the London & Port Stanley Railway Company against the cancellation of joint rates and divisions via Port Stanley on coal ex Bessemer and Lake Erie Railroad to Grand Trunk destinations, the said joint rates being shown in Bessemer and Lake Erie Railroad Tariff C.R.C. No. 162. (File No. 26693.)

Application refused. No Order necessary.

5755. Consideration of the extra charges proposed by the carriers for heated refrigerator car service in eastern Canada, as covered by the special tariff suspended by the Order of the Board No. 24680, of the 27th of January, 1916. (Rehearing on application of the Canadian Pacific Railway Company.) (File No. 18855.11.)

No Order necessary the Grand Trunk and Canadian Pacific Railway Companies having agreed to re-establish the L.C.L. arrangement without the necessity of an Order. The Canadian Pacific Railway Company have filed a new tariff C.R.C. No. E. 3118, and the Grand Trunk by Supplement No. 2 to the original suspended tariff; the new schedules taking effect February 28, 1916.

5756. Application of the Municipal Corporation of the Township of Lochiel, Ont., James D. McGillis and Mary McDonald, of the said township, under Sections 252 and 253, for an Order directing the Grand Trunk Railway Company to construct and maintain a suitable crossing or highway from the gateway of the property of the said Mary McDonald, S.W. Quarter Lot 6, Concession 2, Township of Lochiel, and extending along the northerly boundary of the Grand Trunk Railway Company's land to a point in Lot 7, Concession 2, Township of Lochiel, opposite Pitt street, in the Village of Glen Robertson and to connect said roadway with a proper highway crossing with Pitt street on the other side of the right of way, and to continue same to connect with Florence street, Glen Robertson, County of Glengarry, Ont., and to maintain said crossing for the use of the public. (File No. 26661.)

Order made granting the application. (See Order 24860.)

5757. Application of Joseph A. Barrett, of Ottawa, Ont., under Section 226, for an Order requiring the Canadian Pacific Railway Company to construct, maintain and operate a spur at mileage 0·65 on the Prescott Subdivision of said Railway Company, to serve the lands of the said Joseph A. Barrett, Coal and Wood Dealer. (File No. 26746.)

Order made authorizing the construction of the spur applied for; work to be completed by the 15th June, 1916. See Order 24951.

5758. Application of the Canadian Northern Railway Company that the Grand Trunk Railway Company be directed to either restore the original main line route between the Don and Rosedale, or to change the crossovers, including frogs and switch targets, so that it will make a proper route for main line trains when normal main line indications are showing. (File No. 26606.) Adjourned hearing.

Application withdrawn.

5759. Application of the Montreal Board of Trade for an Order disallowing the proposed increased rates on whole peas to eastern United States points as published and filed in the following schedules:—

Supplement 1 to Canadian Pacific Railway Company's C.R.C. No. E-2935.
Grand Trunk Railway Company.
Supplement No. 20 to C.R.C. No. E-1860.
" 21 " E-1861.
" 13 " E-1872.

(File No. 26741.)

Order made eliminating peas from the list of articles taking grain rates from stations in Canada to points in the Eastern United States, as provided in the schedules set forth in the Order, and suspending certain tariffs. See Order No. 24788.

5760. Application of Ivey & Company, of Port Dover, Ontario, for an Order directing the Grand Trunk Railway Company to construct a siding to serve the milling business of the Applicant Company at Port Dover, Ontario. (File No. 26749.)

Application refused. See Order No. 24830.

5761. Application of the residents of Arkwood, Ontario, for a better passenger train service at that point on the Chatham to London Branch of the Canadian Pacific Railway Company. (File No. 26629.)

No Order made as matter has been arranged between the parties.

5762. Complaint of the residents of Melrose, Ontario, against the passenger train service afforded by the Canadian Pacific Railway Company to London, Ontario. (File No. 26487.)

No Order made as matter has been arranged between the parties.

5763. Application of the London Railway Commission for authority to erect a siding across Bathurst street to supply the Hung Milling Company, the Hydro Transformer Station, and the City Gas Company, in the City of London, Ontario. (File No. 25649.3.)

Board directed that an Order should go in accordance with its direction. The matter referred to the Board's Electrical Engineer to make an inspection and report.

5764. Application of the Corporation of the City of London, Ontario, for an Order directing the London Street Railway Company to lay and maintain a double track across the tracks of the Grand Trunk Railway Company at Richmond street, in the City of London, Ontario. (File No. 7264.)

Order made directing the Grand Trunk Railway Company to install gates at the crossings of Waterloo and Colborne streets, in the City of London, to be operated day and night. Sixty per cent of the cost of installation to be borne and paid by the Railway Company; 20 per cent by the City of London, and 20 per cent out of the Railway Grade Crossing Fund. The protection of the other streets mentioned to be left for further consideration. The gates to be installed by August 31, 1916. See Order 25012.

5765. Application of the London Railway Commission to compel the Grand Trunk Railway Company of Canada to receive and switch cars being handled by the London and Port Stanley Railway Company to and from London yards, as provided in the agreement between the Great Western Railway Company and the London & Port Stanley Railway Company, bearing date 25th April, 1870. (File 25649.14.)

Stands. No action taken at present by the Board.

5766. Application of the W. A. Jenkins Manufacturing Company, of London, Ont., for application of special grain product rates on shipments of "calf meal" from London, Ontario. (File No. 19367.57.)

Case struck off the list, matter having been arranged between the parties.

5767. Complaint of Alex. Pollard, of London, Ontario, that the railways do not allow five days free time for passing customs, ordering and unloading cars of coal. (File No. 1700.112.)

Application withdrawn.

5768. Application of Morgans Supply House, London, Ontario, regarding corrugated containers for the shipment, by express, of poultry, eggs and day-old chicks.

(This matter is set down for hearing in London to enable the Morgans Supply House to make its representations.) (File No. 4397.27.)

Matter stands to be covered by the Supplement to the Express Classification.

5769. Complaint of the London and Lake Erie Railway and Transportation Company that the Michigan Central Railroad Company refuse to join in an issue of through passenger tickets between London, Ontario, and points on or via the Michigan Central Railroad, via St. Thomas, Ontario. (File No. 18034.110.)

Order made granting leave to London and Lake Erie Railway Transportation Company to sell through passenger tickets conditionally. See Order No. 24909.

5770. Application for rates on lumber, carloads from Spanish, Cutler, Spragge, Thessalon and Nestorville, Ontario, to Port Huron, Mich., on the same basis as now applied from these points to Detroit. (File No. 26615.)

No order necessary.

5771. Application of the London Railway Commission and the Michigan Central Railroad Company, under sections 167 and 237, for an Order approving of, and permitting the connection of the Michigan Central Railroad Company's tracks at St. Thomas, Ontario, with the tracks of the London and Port Stanley Railway Company, and granting leave to the applicants to construct the lines making the connections across Wellington street, Moore street, Centre street and Ross street, in the city of St. Thomas, Ontario. (File No. 25649.15.)

Order made granting the applicants leave to connect the tracks of the Michigan Central Railway Company with tracks of the London and Port Stanley Railway Company. See Order 24895 and amending Order 24978.

5772. Complaint of the Erie Co-operative Company, Limited, of Leamington, Ontario, against lack of shelter protection to fruit and vegetables being shipped from Leamington, Ontario, by Dominion Express over the Pere Marquette Railroad. (File No. 4214.511.)

No action taken as the matter has been arranged with the Express Company.

5773. Complaints of the Canadian Fisheries Association, of Montreal, Que., and the W. J. Guest Fish Company, of Winnipeg, Man., that the Canadian, Dominion and Canadian Northern Express Companies have published supplements to their Special Carload Fresh Fish Tariffs discontinuing the wagon service, the said supplements having been suspended by the Order of the Board No. 24628, dated January 10, 1916, as amended by Order No. 24647, dated January 12, 1916. (File No. 4214·517.)

Judgment reserved.

5774. In the matter of corrugated containers for the shipment, by express, of poultry, eggs and day-old chicks. (This matter is set down for hearing at Ottawa to enable the Poultry Department of the Experimental Farm, Ottawa, to make its representations. (File No. 4397.27.)

Application granted, matter to be dealt with and covered by the supplement to the Express Classification.

5775. Complaint of the Canadian Manufacturers' Association that the railway companies insist on charging 4th class rates on salted meats, loose, in carloads, instead of 5th class as provided in Item 54, page 113, Canadian Freight Classification No. 16. (Heard at Ottawa, September 21, 1915. Rehearing applied for.) (File No. 19367·55.)

No action taken, Canadian Pacific Railway Company to take the matter up with the other Railway Companies affected, as soon as possible, and advise the Board as to the result.

5776. Railway companies will be required to justify their tariffs providing charges for ice and salt furnished for refrigerator cars. (File No. 26113.)

Order made that the tariffs enumerated in the Order showing charges for salt and ice in refrigerator cars, be suspended pending a further hearing of the Board.

APPENDIX "C."

SUDBURY BREWING AND MALTING CO. *v.* CANADIAN PACIFIC RAILWAY CO., *re* MILLING-IN-TRANSIT PRIVILEGE.

Judgment, Chief Commissioner DRAYTON, April 7, 1915:

This is an application made by the Sudbury Brewing & Malting Company for an Order of the Board directing that a milling-in-transit privilege should be applied on the "malt grain" carried by the Canadian Pacific from Fort William to Sudbury and there brewed in the Applicants Brewery.

The real question is the reduced rate on the dried grains, or as is termed the "offal" after the brewing operation has been completed, and which becomes a stock food.

The Company is, of course, getting the local rates on the beer manufactured, and the Applicants claim that, under such circumstances, it is only just that they should be able to ship the offal on the low through rate.

While, in the first instance, I was of the view that, owing to the fact that this feed came into competition in the east with the feed produced by the offal from mills, some relief could be granted the Applicants; but on further considering the principles governing the milling-in-transit privilege, I have been obliged to change my opinion.

After all, the milling-in-transit privilege is just what it says. It is a privilege and not a right. So much so is it a privilege that when the Interstate Commerce Commisssion, for example, first commenced its work, it seemed to be very doubtful whether or not the practice should be allowed to be continued at all. As I read their decisions, it probably would not have been continued if it had not been for the fact that the country's business had so long enjoyed the right and so many plants had been built at points which could not well continue operation if the right was removed, that the Commission thought that, in the public interest, the right of the railway companies to grant the privilege must be recognized, subject, of course, to the limitation that discrimination must not be practised.

Koch *vs.* Pennsylvania Railroad Company, 10 I.C.C.R. 675, states the principle as follows:—

> "Shippers are not entitled as a matter of right to mill grain in transit and forward the milled products under the through rate in force on the grain from the point of origin to the point of destination."

Under the practice of the Interstate Commerce Commission, however, the allowance of the privilege by the carrier to shippers in one section must be without wrongful prejudice to the rights of shippers in another section served by its line.

The Judgment of the Board in the application of the Board of Trade of Montreal for an Order directing the Canadian Pacific Railway Company to furnish tariffs covering milling-in-transit arrangements for corn received at Montreal by rail from Georgian Bay elevator ports, and from Detroit, etc., deals with the question as follows:—

> "We cannot require a railway company to establish a milling-in-transit rate on anything. It is optional with them to do it. If they choose to do it themselves, then they may come under our jurisdiction if it discriminates against anybody. But in the absence of any milling-in-transit rate on corn for local consumption, I do not see how it can come under our control at all. We cannot require them to put in such a rate as I understand it. If they do it, and then if discrimination follows, it would come under the discrimination clause."

On the basis of this question of discrimination, and in view of milling-in-transit rates at other points on grain shipments, a milling-in-transit rate was required to be put in by the Board at Sudbury. This decision goes to the point of recognizing a discrimination as between millers, and to require the extension of the tariffs which the railway company has put in at other points under exactly the same conditions and circumstances and exactly for the same industry. (See Judgment of Assistant Chief Commissioner in Ontario and Manitoba Flour Mills *vs.* Canadian Pacific Railway, 10 C.R.C. 430.) For example the movement of the barley that the Applicants are interested in may be over the Canadian Northern to Fort William. Before reaching that point the barley has been turned into malt, or as the Applicants style it "malt grain"; so that, so far as the Canadian Pacific is concerned, they receive not barley but "malt grain" in the first instance; and as the Applicants contend, the grain is entitled to one milling-in-transit privilege on each railway at least, the Canadian Pacific Railway Company should be obliged to grant it after the brewing operation has taken place.

I am unable to give effect to this argument. To my mind the furthest that the position can be urged from the applicant's standpoint is on the question of discrimination and discrimination alone. Can it be said that it is discrimination to give a milling-in-transit rate to a miller and refuse it to a brewer. The object of the brewing operation is certainly not the manufacture of feed. If the brewer is discriminated against, why not the manufacturer of sugar beets or starch. Why should not the sugar beet manufacturer get the special privilege on his dried beet pulp which may be used for feed purposes; or the starch manufacturer get the low rate on the by-products of the corn which he has brought into his factory and which, again, may be used for the purposes of feed.

The review that I have been able to give the authorities has not enabled me to find any case where an order as asked extending the privilege to breweries has ever been made. To grant it would seem to be to adopt a new principle which logically would have to be carried to such a point as to make such inroads on revenues of companies as to seriously embarrass their operation.

What is asked for here is distinct from what is granted under the transit privilege. The applicant asks for transit on the by-product when there is no transit privilege on the main product—the beer. In the milling-in-transit privilege it is because a transit privilege is provided for on the main product that it is also provided for on the by-product. One rule under the Canadian Pacific Railway all-rail milling-in-transit tariff provides that, for each car of grain in, a carload of manufactured product must be shipped out within ninety days. If, for example, the flour were sold locally and only the by-product shipped out, then if ten cars of grain were received inward and only five carloads of by-product shipped out, the miller would pay the local rate on the other five carloads of grain, which, when ground, went into local consumption, and would get the balance of the rate, plus the stop-over, only on the five cars of offal, or by-product, re-shipped.

While, in the example given above, it is the by-product which is shipped out and gets the advantage of transit, it is a case of the greater including the less. The origin of the milling-in-transit privilege on flour was concerned with facilitating the flour movement, not the by-product movement. But the former having been provided for, the latter was included. In exceptional cases, as indicated above, it may be that the by-product alone moves on transit, yet it is abundantly clear that it is the privilege granted to the main product which fixes the basis of the privilege.

The tariffs have been checked, and no example appears of the transit privilege being granted a by-product, apart altogether from the main product; and the Board is not justified in granting the extension asked for.

Reported in 18 Canadian Railway Cas., 410. Concurred in by Assistant Chief Commissioner Scott and Mr. Commissioner McLean.

SESSIONAL PAPER No. 20c

Re EXPRESS COMPANIES' FORM OF RECEIPT.

Judgment, Chief Commissioner DRAYTON, April 16, 1915:

Complaints have been made to the Board by shippers against the form of receipt as settled by the Board as a result of the first inquiry into express rates and practices.

In paragraph 5 of the receipt, the company is exempt from liability in connection with loss or damage resulting from various causes named; and, among other matters, is exempt from liability resulting "from conditions beyond its control,"—the clause in the receipt, therefore, reading (leaving out matters not pertinent to the present question), "The Company shall not be liable for any loss, damage, or delay caused by the act of God, etc., etc., or from conditions beyond its control."

The result is that, under the clause now obtaining, the express company is not liable for any loss, damage, or delay caused by the railway company. The Express Company, while performing a service of transportation, is a separate, corporate identity. The acts and defaults of railways are beyond its control.

The question of responsibility for railway delays was directly raised by the complaint made by Mr. Willoughby, which was heard in part at a sittings of the Board held in Moosejaw, December 10, 1914.

Ir. Willoughby's submission was as follows:—

> "The shipper of fruit in British Columbia delivers his shipments to the express company. They are taken in transit by the railway company. Something occurs on the railway whereby the goods are not at all promptly delivered. The express company takes advantage of that and says 'That condition is beyond our control.' We want to put the express companies in exactly the same position as if it were the railway company. We want to put them on a parity. If the railway company could not plead that cause, then the express company, which is the creature after all in this country of the railway company, should not be in a stronger position."

The case was not fully developed at Moosejaw; and the hearing was completed at a subsequent sitting of the Board in Ottawa.

It may be well said that the Dominion Express Company represents an enterprise of the Canadian Pacific Railway Company; the Canadian Express Company of the Grand Trunk Railway Company; and the Canadian Northern Express Company of the Canadian Northern Railway Company.

Manifestly it would be absurd to have in the receipt covering express transportation a clause exempting the Railway Companies, in case they carried on the business directly themselves, from loss resulting from their own actions.

The express business on the Intercolonial is carried on by the Canadian Express Company and by the Dominion Express Company. In this instance, of course, the Express Companies have no connection whatever with the railway management or control.

While I entirely recognize the fact that the present receipt was subject to long and careful scrutiny in the original Express Inquiry and should not be changed or varied, unless for very sufficient reasons, with very great deference, I am forced to the conclusion that, at any rate in this regard, its provisions cannot be supported.

The Express shipper knows only the Express Company—he has nothing whatever to do with the Railway Company. The Express Company engaging to perform the contract of carriage agreed to has the right to do it in any way it pleases so far as the shipper is concerned, so long as the method adopted does not damage the shipment or cause the shipper loss, either by undue delay or for any other cause.

Treating the Express Company as an entirely independent vehicle of transportation for the purpose of performing its contract, if the Express Company adopts the agency of the Railway Company I am at a loss to know why it should not be responsible for the acts of its agent.

On the other hand, if the Express Company is looked on merely as a subsidiary company of the Railway Company, incorporated by the Railway Company for the purpose of carrying on the railway's business, in so far as the transportation of package freight to be carried at a quicker or unusual rate of speed is concerned, again, there can be no reason why the protection that the shipper would have obtained, if the Railway directly carried on the business, should be lost. The present form seems to me to unduly favour the Express Companies in relieving them from a liability that reasonably attaches to their operations.

With much deference, I am, therefore, of the opinion that the words "from conditions beyond its control" in sub-section "C" of Section 5 of the "Terms and Conditions" endorsed on the receipt, should be struck out; and that, in lieu thereof, the following new sub-section should be inserted:—

> For any loss or damage caused by delay, or by injury to, or loss or destruction of the shipment, or any part thereof, from conditions beyond the control of the Company, unless such loss or damage is caused by the negligence of the Railway Company upon whose trains or property the shipment was at the time such loss or damage occurred.

Dealing with the question in this manner effect is given to the present receipt to the full extent it appears just and preserves the former work of the Board as much as possible.

Complaints are also made that parcels which have been prepaid have been subject to "collect" charges.

This question has been taken up with the Express Companies, who claim that their practice is such as to obviate mistakes and errors of this kind as much as possible; and that, in case any mistakes happen and a duplicate collection is made, under the audit examination as made, when duplicate payments become apparent, refunds are at once made to shippers.

The companies, without order, have adopted a system of labels indicating whether or not the charges have been prepaid. The system, however, is not obligatory, nor is it uniform, not only as to companies, but, in some instances, even as to offices of the same company.

I recognize that mistakes will happen in any system, and that it probably would be exceedingly difficult for a company to check collections made by a possibly dishonest or careless driver, as in this case, a collection would never appear in the books and the exaction never be discovered by an audit, no matter how perfect the audit system might be.

Probably the most efficient way of preventing any duplicate payments would be for the Board to require prepayment of all charges and prohibit the collection of any charges from the consignee. This seems to me to be the only way of absolutely precluding error. It appears, however, that this would be depriving the public of an advantage it now enjoys.

Purchasers without a standing credit with their vendors, would be unduly hampered in making their purchases. They would have to ascertain and remit the amount of the express charges before the goods could be forwarded to them; or, if purchases in person, would have to wait for the parcels to be made up, take them to the express office, have them weighed, and pay the appropriate charge.

In addition to this, the essence of express service is speed; and, if the charges on every parcel had to be ascertained and collection made before transportation took place, I find in the way business has been carried on in the past, not only by the express companies themselves but by large shippers, unfortunate delays would ensue.

It seems to me, however, that a standard system of labels in any event must be ordered, and that every express company subject to the jurisdiction of the Board must affix a printed label to every shipment of goods received for carriage, which label shall indicate in conspicuous type whether the charges thereon have been prepaid or

are payable by the consignee. Frequently shipments include more than one package; and, as large shippers, of necessity, can often have their parcels ready for the express company but a short time before the train leaves, one label may be affixed to any one package or article in such shipment; but, in that case, the label must indicate the total number of packages or articles in the shipment.

For the purpose of further insuring against error, on all prepaid shipments, the label must be printed in black on yellow paper; and, on collection shipments, on white paper.

These labels, when affixed, must not be removed; and, in case the company requires them for the purpose of investigation or tracing the movement through their audit office, the permission of the consignee must in each case be obtained before any tag, wrapper, or portion thereof, is removed from any package or article.

Deputy Chief Commissioner Nantel and Commissioners McLean and Goodeve concurred.

STANDARD CRUSHED STONE COMPANY *v.* GRAND TRUNK RAILWAY COMPANY *re* BRANCH LINE.

Judgment, Chief Commissioner DRAYTON, April 7, 1915:

Order No. 22317 made under the provisions of Section 226 of the Railway Act directs the Grand Trunk Railway Company to construct a branch line or spur as applied for by the Standard Crushed Stone Company.

The railway company had contended that it would be obliged to extend the present siding on its right of way to properly operate the spur applied for. This question, as well as those of signal protection and of switching charges, was reserved.

Mr. Chisholm has since written the Board as follows:—

> "I should also like to draw attention to the fact that probably by inadvertence there has been omitted from the order the provision which has usually been inserted in such orders that the applicant company should convey to the railway company the necessary right of way. Such a provision for instance is contained in paragraph 1 of Order No. 20621 relating to the St. Mary's Portland Cement Company. The acquisition of the right of way is of course a necessary incident of the provisions of section 226 of the Act, and I would ask that Order No. 22317, being the order made in this case, should be amended in this way, so that pending the consideration of the question reserved, the matters already dealt with should be put upon a final basis."

While it is true that the provision Mr. Chisholm refers to is to be found in Order No. 20621, he is in error when he states that the provision has usually been inserted in orders made under Section 226. An examination of these orders shows that the practice has been to the contrary. The question does not seem to have been raised. The Order in the St. Mary's Portland Cement Company's case was in form agreed to by the applicants. The provision as to a conveyance of the right of way was never debated; and, as the clause was consented to, received no considered attention by the Commissioners.

I have been at any rate unable to find any case where the necessity for a conveyance has been passed upon by the Board.

It is necessary to consider the provisions of Section 226 which reads as follows:—

> "Where any industry or business is established or intended to be established within six miles of the railway, and the owner of such industry or business, or the person intending to establish the same, is desirous of obtaining railway facilities in connection therewith, but cannot agree with the company as to the construction and operation of a spur or branch line from the railway thereto, the Board may, on the application of such owner or person, and upon

being satisfied of the necessity for such spur or branch line in the interests of trade, order the company to construct, maintain, and operate such spur or branch line, and may direct such owner or person to deposit in some chartered bank such sum or sums as are by the Board deemed sufficient, or are by the Board found to be necessary to defray all expenses of constructing and completing the spur or branch line in good working order, including the cost of the right of way, incidental expenses and damages."

"2. The amount so deposited shall, from time to time, be paid to the company upon the order of the Board, as the work progresses."

"3. The aggregate amount so paid by the applicant in the construction and completion of the said spur or branch line shall be repaid or refunded to the applicant by the company by way of rebate, to be determined and fixed by the Board, out of or in proportion to the tolls charged by the company in respect of the carriage of traffic for the applicant over the said spur or branch line."

"4. Until so repaid or refunded, the applicant shall have a special lien for such amount upon such branch line, to be reimbursed by rebate as aforesaid."

"5. Upon repayment by the company to such applicant of all payments made by the applicant upon such construction, the said spur or branch line, right of way, and equipment shall become the absolute property of the company free from any such lien."

"6. The operation and maintenance of the said spur or branch line by the company, shall be subject to and in accordance with such order as the Board makes with respect thereto, having due regard to the requirements of the traffic thereon, and to the safety of the public and of the employees of the company."

"7. All the provisions of this Act respecting the construction of spur or branch lines shall apply to any spur or branch line constructed under this section." 3 E. VII, Chap. 58, S. 176; 6 E. VII, Chap. 42, S. 14.

It is in the first instance to be observed that construction under the section is forced upon an unwilling company. The scheme of the section differs radically from those governing the usual construction of railways which are merely permissive, the building of lines between certain points or in certain directions being left to the discretion of the Directors of the Company—the Company supplying the money for the work and taking the chances of whether subsequent operation would pay or not.

So far as branch lines are concerned, the judgment of the Company's Directors on a question of railway extension or policy may be reversed by the Board. These business spurs are usually comparatively short and the amount involved in any particular construction and subsequent operation therefore small. In the aggregate, however, the investment becomes considerable and the Act is designed to protect the Company by providing that the initial cost shall be borne by the Applicant. This cost includes not only the construction and completion of the spur but also includes right of way and incidental expenses and damages.

The risk is, therefore, that of the applicant in the first instance. On the other hand, should his judgment be well founded and traffic be carried over the spur so constructed, the railway company must refund the cost—including the cost of the right of way—to the applicant out of the charges made on his freight moving over the spur. When the whole of the amount is rebated, the spur, right of way, and equipment becomes the absolute right of way of the Company.

No difficulty arises in connection with right of way belonging to others. The purchase price is included in the cost the Board must arrive at as best it may under Subsection 1 of the Section. No applicant, up to the present at any rate, has ever sought to increase the amount of his deposit by any sum representing the value of that part of his property he desires to be occupied by the spur.

The result is that, so far as I have been able to ascertain, in no instance has the aggregate amount paid by the applicant included the value of that part of his pro-

perty he devotes to the railway use. The refund required by Subsection 3, therefore, has not been made in so far as this property is concerned.

The question to be determined is whether the Company under Subsection 5 only becomes the owner of these portions of the spur, the cost of which has been rebated to the applicant, and were included in the aggregate amount, or whether the whole of the spur, after the whole cost as fixed by the Board has been rebated, becomes the Company's property.

Taken by itself the object of Subsection 5 is plain. The spur as against the applicant, becomes in its entirety part of the Company's property—a part of its system. That portion of the right of way which consisted of property owned by the Applicant is just as much right of way under this Section as any other part,—no distinction is made.

In a sense this result works no injustice. Full effect is given to the Applicant's request. He obtains the railway facility, which in the public interest, should be permanent in character and subject to further direction of the Board as to its extension or operation, unfettered by any question of private title.

Undoubtedly, however, part of the cost of the spur entailed on the Applicant is represented by the value of that part of his property on which the spur is constructed. While he incurs no immediate cost, in so far as this property is concerned, in connection with the spur construction the property used is of some value and its loss represents a corresponding cost. On the other hand, unless the facility desired is of advantage to the applicant, the application would not have been made.

In many cases, beyond all doubt, the applicant's property as a whole is more valuable with the railway facility notwithstanding the subtraction of the land used for the right of way than it was before. In this case, no loss occurs.

I have, so far, dealt with the question having regard only to the provisions of Section 226, construing the section in a manner so as to give full effect to its provisions and irrespective of other sections of the Act.

I am of the opinion, however, that the section cannot be so construed but must be read in conjunction with Section 225, which provides that the general provisions of the Act, in so far as applicable, shall apply to branch lines, and to the lands to be taken therefor.

In my opinion, section 225 applies just as much to branch lines constructed under 226 as under 222. If this were not the case, it would be impossible for any applicant to obtain a forced construction under Section 226 should the land of any owner unwilling to sell his property lie between the railway track and the property of the applicant. The general provisions of the Act thus applying to the right of way of branch lines, the necessary lands have to be acquired either by agreement with the owners, which usually means by conveyance or else under the sections of the Act providing for expropriation and arbitration.

The result is, therefore, as a matter of strictness, no matter what the effect on the railway or industry may be, the Railway Company must obtain, after having been first indemnified against cost under the provisions of the section, the necessary right of way, including that part of the right of way owned by the applicant.

As a result, the Company acquires an interest in the land either absolute or qualified in its own name. Subsection 4 of Section 226 creates a statutory lien upon this interest, and subsection 5 may be construed as simply discharging this lien on property the Company has already acquired, as and when the refund required is completed.

Reading the sections together, as I am bound to do, the result is, notwithstanding the language of section 226, that that part of the right of way, which has not been in any manner otherwise acquired by the railway, remains the property of the former owner.

Reported in 18 Can. Ry. Cas., 374.

Judgment, Assistant Chief Commissioner SCOTT, April 1915:—

The facts of this case and the provisions of section 226 of the Railway Act—the section in question—are set out in the judgment of the Chief Commissioner, dated April 7, 1915.

The Board has made many orders under the authority conferred upon it by Section 226 of the Railway Act.

In fixing the amount of the deposit required under subsection 1 of section 226, the Board did not include any amount to be paid the applicant for the piece of property for the right of way of the spur through the applicants property; nor has it done so in any other case so far as I am aware. The Board may include the value of the right of way through the applicant's property in the amount to be deposited under subsection 1, and therefore in the amount to be refunded in accordance with the provisions of subsection 3. If that was done the railway company would be entitled to a conveyance of the right of way when the deposit was made and the line constructed. The applicant upon executing a conveyance of the right of way through his property would part with the fee in the property conveyed, but would retain a special lien over the branch line under subsection 4 until the total amount of his deposit had been rebated to him.

In the present case, as has been pointed out, no amount to cover payment of the right of way through the applicant's lands was included in the amount required to be deposited. The fee in the right of way is still in the applicant, and in my opinion remains so until they execute a conveyance of it. I do not think that subsection 5 of section 226 gives the railway company any fee in the property covered by the spur line without a conveyance from the owner.

There is no justice in the Railway Company's application for a conveyance in the present case, because it has not bought or paid for the land nor is there any provision whereby the owner would be compensated for it. The Railway Company's request should be refused.

In future, applications to the Board for an Order under Section 226 the question now raised, I believe for the first time, of the right of the Railway Company to a conveyance of the right of way, should be brought to the attention of the applicant; and, if the Railway Company insists on such a conveyance being ordered, it should only be allowed after the applicant has been duly compensated.

COWICHAN CREAMERY ASSOCIATION *v.* CANADIAN PACIFIC RAILWAY COMPANY *re* FREIGHT RATES.

Judgment, Chief Commissioner DRAYTON, April 16, 1915:—

A further complaint has been made by the Cowichan Creamery Association against freight rates charged by the Canadian Pacific.

On the 9th of January, the Association placed an Order with the Alfalfa Products Company, of Enderby, for one car of alfalfa meal. The meal was shipped ex Enderby on January 28, 1915, arriving at Duncan February 3, 1915, with freight charges amounting to $8 a ton.

Complainants state the rate to be outrageous, illustrating in support of their statements that oil meal and other grain products can be shipped from Medicine Hat, 827 miles east of Vancouver, for $8 a ton. The railway mileage of Enderby east of Vancouver is but 358 miles.

The complaint has been taken up with the Railway Company. On its face, the charge is excessive. The rate supporting the $8 a ton charge amounts, of course, to 40 cents a hundred from Enderby to Duncan.

The Classification list seems defective in dealing with alfalfa meal. Alfalfa meal, while not a grain product, is but a stock food. Alfalfa may be shipped either in the form of hay or meal; and the meal merely consists of the hay kiln dried and then ground. The manufacturing process at any rate is analogous to ordinary feed and is not more expensive. The Department of Agriculture advises the Board that the value of alfalfa meal is about the same as that of bran. It is obvious that the framers of the Classification never thought, however, of alfalfa meal, and the question seems never to have been raised.

I find the product is in much greater use in the Western States. The classification there obtaining places ground alfalfa under the ordinary heading of "meal", taking a 6th class rate.

Under the western classification, bran moves at the same rate. Treating alfalfa meal, then, as feed of low value and entitled to low classification, under the special mileage tariff applicable, a rate on the sum of the locals would be made up in the following manner,—Enderby to Vancouver, 25 cents, plus 2½ cents; Vancouver to the island, plus 5 cents; island rail haul to Duncan, or 32½ cents.

Treating it as a through movement of mill feed, and in view of the special circumstances obtaining, I am of the opinion that the rate should be reduced to 30 cents a hundred, and that an order should go accordingly.

Commissioner Goodeve concurred.

APPLICATION OF THE LONDON RAILWAY COMMISSION FOR AN ORDER GRANTING THE LONDON AND PORT STANLEY RAILWAY COMPANY THE RIGHT TO OPERATE ITS CARS AND TRAINS, PROPELLED BY ELECTRIC POWER OVER THE GRAND TRUNK RAILWAY COMPANY'S TRACKS IN LONDON, ONTARIO.

Judgment, Chief Commissioner DRAYTON, April 17, 1915:

At the hearing in Montreal, while recognizing that neither of the plans submitted by the applicant afforded a proper solution of the operating difficulties presented in this case, I was of the view, subject to such further orders and directions that public safety would require in future, that the amended plan filed by the applicant could be adopted.

The Board's officers have since been at work on the plan, and on examining the details of the track and the layout of the Grand Trunk Railway, find that the later proposal of the applicant, and which I would have adopted, involves carrying a new track through the Grand Trunk Railway Company's cross-overs. After investigations, I find that there is no other place in the vicinity to which these cross-overs could properly be moved. Without the cross-overs, the Grand Trunk Railway Company could not properly operate its passenger trains in and out of the station. The Board's officers report that, under the circumstances, the effect of the adoption of the plan would be practically to block the yard and create a danger; and that the only solution of the question is to operate the London & Port Stanley Railway to Richmond street, on the north of Bathurst street. They report that the least property of the Grand Trunk Railway Company that the applicant will require, is the forty-foot strip between Wellington and Clarence streets, lying immediately north of Bathurst street; and from Clarence street, westerly, again immediately north of Bathurst street, a strip of fifty feet, for a distance of 272 feet 3 inches; and of 80 feet a like distance, which would carry the property acquired from the Grand Trunk Railway Company, to Richmond street and give the applicant a frontage on Richmond street, for the purposes of its station, of 80 feet.

This amount of property would enable the applicant to construct two tracks between Wellington and Clarence Streets, where the tracks would be enlarged for three, one of which should be extended to Richmond street for the purpose of serving the station, the other two extending a distance, approximately, of 265 feet, to be used for baggage, express, and milk.

The applicant's present application dealt simply with business of this class. Therefore, the freight requirements of the line are not now considered, but that question is left open for consideration on any further application that may be made.

The applicant contended on the argument that, unless access was given to the Grand Trunk Railway Company's station, it would lose valuable rights. It has been impossible to arrive at any solution which would permit a rearrangement of the existing facilities and the construction of overhead work which would at all adequately provide for public safety, or for the proper and regular despatch of the applicant's business itself. The Grand Trunk Railway Company has strenuously objected to the different proposals made. Manifestly, in some way, the business of the applicant must be looked after, and, in view of the attitude taken by the Grand Trunk Railway Company, it cannot be said that that company can reasonably object to the Order now proposed.

The order will be made under the provisions of section 176 of the Act, which enables, among other things, the applicant to take possession of, use or occupy the lands belonging to the Grand Trunk Railway Company, subject to the approval of the Board being first obtained and to any Order and direction the Board may make.

Under the Section, an opportunity should be given the parties to agree as to compensation. In case no agreement is arrived at, the duty involves upon the Board of fixing the amount. The opportunity will now be given the parties to agree on the question of compensation This question will be taken up by the Board should no agreement be arrived at, on the application of either party.

Before the Order issues, the London and Port Stanley Railway Company should file, pro forma, an application under the section for leave to take this land.

AMERICAN COAL AND COKE COMPANY *v.* MICHIGAN CENTRAL RAILROAD COMPANY *re* DEMURRAGE.

Judgment, Mr. Commissioner McLean, April 12, 1915.

Decision in this matter was rendered December 4, 1914. The applicant asks for a re-hearing so that additional evidence may be submitted. In asking for a re-opening, the following reasons for such re-opening are set out:—

> "We respectfully request that this case be re-opened for the submission of additional evidence and to establish the following points in connection therewith:—
>
> "1. That the railways are directly engaged in the sale of coal and the holding of coal at Windsor, Ontario, this coal being consigned to Detroit, Mich., and the imposition of car service charges at Windsor would give the coal department of the railways an undue advantage over the individual shipper.
>
> "2. That the railways themselves are responsible for the system of sending coal to distributing points, it having been found impracticable to supply the requirements of the country in any other way.
>
> "3. That the holding of coal at Windsor is not necessary to prevent the congestion of traffic at Detroit, the Michigan Central Railroad having at present ample facilities to care for the traffic that may be offered them. That such holding of coal at Windsor is solely for the convenience of the carrier.
>
> "4. That the movement of coal from Windsor to Detroit after re-consignment orders are received is not a movement to destination, but is simply a switching movement from a yard in Canada to a yard in the United States, distribution being made from the latter yard.
>
> "5. That coal consigned to Detroit is not necessarily for delivery in that city, but for re-consignment to any point in Detroit, or beyond, as the necessities of the case may require.

"6. That the Michigan Central Railroad reported cars as being at Windsor when they were not within reach of that point. Consignees are not in a position to verify these reports of arrival without going to extra expense which they should not be called upon to bear.

"7. That under ordinary conditions, it takes at least twenty-four hours, sometimes much longer, to move coal from Windsor to Detroit, and consignees are entitled to this extra time before being called upon to pay car service charges.

"8. That in the United States when congestion occurs at any stated point, and coal or other traffic is held at outside yards to suit the convenience of the carrier, it has not been the practice of the railways to impose car service charges until the cars reach their ultimate destination, except in cases where the traffic is held at outside points by instructions from the consignees.

"9. That the Interstate Commerce Commission rulings referred to in the opinion given by your Board have been set aside by the railways themselves and are not now in effect.

"10. That this being interstate traffic, simply passing through a foreign country, the carrier has no right to take advantage of that fact to seek to impose in that foreign country (which is not under the jurisdiction of the Interstate Commerce Commission) extra charges over and above the tolls authorized for the carriage of traffic.

"11. That these extra charges are assessed under a tariff filed with the Board of Railway Commissioners for Canada, and which is given as authority for the imposition of these charges.

"12. That under the terms of the bill of lading, the traffic covered by this complaint cannot legally be held at Windsor, Ontario, unless by request of the consignee.

"13. That the Board of Railway Commissioners for Canada is the only tribunal authorized by Parliament to give a decision on the subject of local charges assessed for an alleged local service in Canada.

"14. That a decision as to the legality of these car service charges is necessary for the protection of Canadians as well as residents of the United States, inasmuch as the complaint raises the right of a carrier to violate the terms and conditions of its bills of lading."

The Michigan Central Railway Company's reply to these points is as follows:—

"1. We do not know what is meant by 'the railways.' This is a case in which the Michigan Central is alone interested. The Michigan Central is not engaged in the sale of coal, and in any event the point raised has nothing whatever to do with the questions involved in this case.

"If there is a complaint of discrimination or undue advantage, the Michigan Central is prepared to meet same upon proper complaint, but the point suggested has nothing whatever to do with the legality or illegality of the car service charge.

"2. This point answers itself and shows the necessity of the practice, as the requirements of the country cannot be supplied in any other way.

"3. The tariff provision contained in I.C.C. 4497, note 3 to rule 1, and which is set out in the Board's judgment, *reserves* the right to hold cars. It may be that at present or some other particular time congestion does not exist, but it is well known that in all large centres there is more or less congestion; and, unless the railway company is free to be the judge in the matter, confusion would become more confounded. It is not true that the holding of cars is solely for the convenience of the carrier, as it is self evident that the avoidance of congestion enables consignees to receive prompt delivery. If the complainant

objects to the holding of cars, he can instruct his shipper instead of billing to 'Detroit' generally to show the name of consignee and the specific delivery required within the Detroit switch limits, in which case cars so billed will not be held and demurrage will not accrue until the cars are placed upon the specific private siding or train track indicated by the billing.

"4. It is self evident that the movement from Windsor to Detroit is a movement to destination just as much as any switching movement must be a movement to the ultimate delivery of the car. The evidence established that a more expeditious delivery is made from the Windsor yard than would be made from the outer yards on the American side, all of which are situate outside the limits of the City of Detroit. The situation and manner of handling Detroit traffic was fully explained to the Board by Mr. Shearer, who exhibited plan of the Detroit switching limits, and showed how the traffic arriving from various points was regulated and deliveries effected.

"5. This point does not call for any answer. It is self-evident and shows the necessity of holding cars in outer yards.

"6. What complaint can there be if advance notice is given of the car? It affords more ample time to consignee to order disposal of the car. Demurrage is not assessed until after the arrival of the car and the free time has expired. This is a complaint which might be made by any consignee at any point upon the railway. It has no bearing upon the questions decided in this case.

"7. The evidence showed that cars could be more promptly delivered from the Windsor yard than from the outer yards in the Detroit switching district. The point recognizes the car service and asks for additional free time. As soon as the order for disposal is given to the railway, the car service ceases until the car is placed, i.e., no charge is made for the time consumed in the movement. Evidently complainants do not appreciate or desire speedy railway service.

"8. In this point 'the railways' are again referred to. In so far as the Michigan Central is concerned, there is the tariff charge which it is bound to, and does enforce. The consignee cannot be prejudiced, as he has only to give to the Railway Company his order for the disposal of the car and which is held for his convenience. If he delays in so doing, what possible reason can exist why he should not pay the car service?

"9. In this point, 'railways' are again referred to. It is impossible to understand how the railway can set aside the Interstate Commerce Commission rulings. If the rulings have been reversed, dissented from or qualified, the complainant was at liberty to show that in his submission. We are instructed that the cases still stand as the unquestioned judgments of the Interstate Commerce Commission.

"10. The car service is imposed under a duly filed tariff filed with the Interstate Commerce Commission, Number 4497.

"11. This is answered in point 10. Tariff I.C.C. 4497 is also filed with the Board as C.R.C. 2171, as hundreds of other tariffs are filed, simply because it covers matters applicable to Canada as well as to the United States.

"12, 13, and 14. These points are questions of law, and have been decided against the applicant.

"In confirmation of the law as expressed in the cases referred to in the Board's judgment, we beg to refer to Berwind-White Coal Mine Co. *vs.* Chicago and Erie RR. Co., decided 14th December, 1914, by the Supreme Court of the United States, reported in advance part 4 for Volume 235, p. 371. The decision of Chief Justice White is expressed as follows:—

"'Conceding that a tariff concerning demurrage was filed, it is insisted it only authorized demurrage at destination and the cars never reached their destination but were held at a place outside of Chicago. The facts are these: The

storage tracks of the railroad for cars billed to Chicago for reconsignment were at Hammond, Indiana, a considerable distance from the terminals of the company nearer the centre of the city, but were convenient to the belt line by which cars could be transferred to any desired new destination, and the holding on such track of cars consigned as were those in question was in accordance with a practice which had existed for more than twenty years. Under these circumstances, the contention is so wholly wanting in foundation as in fact to be frivolous.'

"There has been no change in conditions to justify a re-hearing The applicant was not taken by surprise at the hearing. No new evidence has been discovered which was not available for the hearing, and if the Board grants rehearings merely because asked for, there can be no finality to its orders or judgments."

It is alleged that the holding of the coal at Windsor is not necessary to prevent congestion of traffic at Detroit, and objection is taken to the practice of giving notification that the cars are held at Windsor, it being stated that in some instances such report is given when the cars have not yet reached Windsor, and that as a result of this consignees are not in position to verify the accuracy of notification without going to extra expense which they should not be called upon to bear. It is stated, further, that under ordinary circumstances it takes some 24 hours to move coal from Windsor to Detroit, and that the consignees are entitled to this extra time before being called upon to pay the car service charge.

The points that are material to the application for re-opening, are, however, those concerned with the question of the alleged jurisdiction of the Board, and the reasons for exercise of such jurisdiction. It is stated:—

1st. That this being interstate traffic, simply passing through a foreign country, the railway has no right to seek to impose in this foreign country extra charges over and above the tolls authorized for the carriage of traffic.

2nd. That the tariff filed with the Board is given as authority for the charges.

3rd. That under the terms of the Bill of Lading the traffic in question cannot legally be held at Windsor, unless by request of the consignee; and

4th. That the Board is the only tribunal having jurisdiction.

These points involving the jurisdictional phase of the question, even if not developed in the same way as at present, were before the Board on the previous application. For the reasons set out in the judgment of the Board pronounced December 4, 1914, it was stated that the recognition of international comity appeared to demand that the application should be dismissed, and that Order should go accordingly. The jurisdictional question is the fundamental one, and it does not appear that the finding made in the judgment of the Board of December 4, 1914, should now be changed.

Reference may be made to the fact that in its decision in *International Paper Company et al* v. *Delaware and Hudson Company et al 33 I.C.C. 270,* the Interstate Commerce Commission had before it a complaint that certain joint through rates higher than were maintained for many years, published by Canadian carriers and concurred in by carriers in the United States for transportation of pulpwood from points in the Dominion of Canada to points in the State of New York were unreasonable.

As to the scope of its jurisdiction in respect of such traffic, the Commission refers, at p. 273, to the decision of the Supreme Court of the United States in *T. & P. Ry. Co. v. I.C.C., 162 U.S. 197* as establishing that "there can be no doubt that our jurisdiction over carriers by railroad in the country subject to the act includes all of their lines within the boundaries of the United States, without regard to where the freight carried originates."

In the case of shipments from points on the Grand Trunk to points on the Delaware & Hudson, the rates being divided on a percentage basis, one-half of the increase

accrued to the Delaware & Hudson. The junction point at which the Delaware & Hudson receives this traffic from the Grand Trunk is at Rouses Point, N.Y., about one mile south of the international boundary. The junction point through which this traffic moves from the Grand Trunk to the New York Central is Massena Springs, N.Y., about twenty miles from the boundary line as the traffic moves, but in reality within six miles of the boundary in a direct line.

While, as has been indicated, the Commission reaffirmed its jurisdiction in respect of the portion of the movement within the United States, it was unable either to see cause for exercising this jurisdiction or benefit arising therefrom to the parties applicant. That is to say, it declined to take action where a bare jurisdictional plea was involved.

In so declining to exercise jurisdiction, the Commission pointed out that in practically every instance the entire increase accrued and accrues to the Canadian carrier for service performed within Canada, and the matter thus being one which it recognized as almost exclusively falling within the jurisdiction of the Board, it did not see fit to exercise jurisdiction as to the smaller portion of the matter which fell within its own jurisdiction.

The Board was advised under date of March 17, 1915, by the applicant that the question of discrimination against the American Coal & Coke Company by the Michigan Central Railroad Company had been submitted to the Interstate Commerce Commission. There has been forwarded to the Board and is now before it a copy of the complainant's brief in the case of the American Coal & Coke Company vs. the Michigan Central Railroad Company. This brief is Docket No. 7261, and bears on its face a statement that it is by Mr. Duthie for the complainants. From the brief, it appears that the matter of the complaint came before one of the examiners of the Interstate Commerce Commission at a session in Detroit on February 26, 1915. The discrimination is stated to be of a four-fold character and is set out as follows:—

> First. That the defendants compelled the complainants to pay certain charges for car service ($129) on anthracite coal consigned to them at Detroit, Mich., and held by them at Windsor, Ont.
>
> Second. That the defendants entered suit in the Circuit Court of the County of Wayne in the State of Michigan for a sum, said to be five thousand dollars, for alleged car service charges which the complainants had declined to pay until the legitimacy of the charge was proven.
>
> Third. That the defendants cancelled the credit account of the complainants because of their refusal to pay car service charges which they claimed were not legitimate.
>
> Fourth. That the said E. J. Corbett, Charles C. Corey, Ayers & Lang, Meeker & Co., and the Ohio and Michigan Coal Co., against each and all of whom car service charges were assessed under precisely the same identical conditions as those charges against the American Coal and Coke Co., were exempted from the payment of these charges were not sued by the defendants for recovery, and were retained on the credit list of the Michigan Central Railroad Company, thereby receiving an undue and unreasonable preference and advantage over the complainants, and that this preference and advantage constituted clear discrimination against the complainants under the terms of the Act to Regulate Commerce.

The charge at Windsor has been attacked in the hearing before the Board as illegal, and it is alleged not to be within the jurisdiction of the Interstate Commerce Commission.

In the application now before the Interstate Commerce Commission, the complaint of discrimination flows from the charge made at Windsor. The plain result is that in another form the applicant is seeking from the Interstate Commerce Commission the

same relief as asked from this Board, and the conclusion already arrived at that the Interstate Commerce Commission is the proper forum to deal conveniently with the underlying question is confirmed.

The action taken before the Interstate Commerce Commission re-enforces what has already been said. In the face of what appears to be a logical deduction from the facts as set out in the brief already referred to, it would be improper for further action to be taken by the Board while the applicant has action pending before the Interstate Commerce Commission, and until that Commission declines to act in the premises on the ground of a lack of jurisdiction.

Judgment, Chief Commissioner Drayton, April 20, 1915:

I agree with the Judgment of Mr. Commissioner McLean refusing the application for a re-hearing, and with his conclusions. Cases are not re-opened, unless doubt has arisen in the minds of the Board as to the correctness of the first conclusion, by reason of new matter advanced on an application to re-open, or otherwise as to the soundness of the first conclusion, or when new evidence on a material issue can be presented. No such conditions exist here.

I desire, however, to add to Mr. McLean's judgment, owing to the fact that Mr. Duthie, who appeared for the Applicant Company, has expressed his intention of carrying the question further. He has, of course, an admitted right to appeal; and, under the circumstances, I propose to add to the former judgment, which dealt with the question in a final manner so far as the Board was concerned, but only on the question of comity between the Commissions of the two countries.

A short review of the facts is necessary. As stated in the original complaint:

> The complainant has been shipping from points in Pennsylvania, and receiving at Detroit, Mich., by way of the Niagara gateway and Windsor, Ont., anthracite coal consigned to the American Coal and Coke Company at Detroit, Mich.

The contract for carriage, the receipt of the coal by the carrier (in this case the Michigan Central Railroad Company), and the ultimate delivery, all take place in the United States. The only matter dealt with in the former judgment, on the ground of comity, was the charges collected for demurrage on cars held in Windsor for orders from the complainant stating at what industrial spurs in Detroit delivery should be made. The charge is justified by the company under its Tariff I.C.C. No. 4497 and Supplement No. 10.

The complainant contends that no charge whatever for demurrage can be made until the contract has been performed by the carrier; that the contract is not performed until a delivery is made in Detroit; that the Windsor delivery, or rather transit interception, is certainly not a Detroit delivery; and hence no demurrage charge for Windsor can properly be made. I should also state that the demurrage charges are covered by an I.C.C. tariff on file with this Board, the same tariff and supplement being on file with the Canadian Board as is on file with the Interstate Commerce Commission.

The duty thrown on carriers in the first instance, before railways were operated, was to make a personal delivery; so the contract was not performed until the goods were either delivered or properly tendered to the consignee at the stated address. With the advent of railways and the changed conditions brought about by transportation in large quantities, the old rule, which still applies in the case of express business, was changed, and the whole obligation thrown on the railway carrier was to unload the goods or place the car at a proper and convenient point in its terminals in the place to which the goods were consigned, proper practice calling for a notification to the consignee of the arrival of the goods. The contract of carriage is at all times subject to the direction of the owner; and the carrier is obliged to obey the owner's directions during transit. A direction to a particular place can be countermanded, and the owner

can secure the return of his property on payment of proper charges, or, in like manner, have it sent to some other destination. Coupled with this right exists the well known right of stoppage in transit. Further, consignees now have the right, after the car containing their goods has arrived in the railway yard at its destination, to specify to what particular track the car shall be switched for unloading. It is this privilege that the applicant company has availed itself of, since, as pointed out in the previous judgment, it handles coal in carload lots, has no coal yard of its own, and cannot say, at the time the bill of lading is made out, what particular customers may require the coal, or on what sidings it is to be delivered.

The practice is common, and, to my mind, it is free from objection. It simply affords reasonable convenience to merchants in carrying on their business. Without such rights, indeed, their business would be seriously obstructed.

The position that I take on this primary issue (if, indeed, it can be called one) is, therefore, entirely in favour of the complainant; but the railway company then contends that, under the tariffs filed, as I have stated, both with the Interstate Commerce Commission and this Board, cars moving subject to such instructions must not be delayed longer than the 48 hours free time allowed by the car service rules.

The next question is as to whether or not this demand for demurrage can be allowed before the car has arrived at the company's railway yard in the place to which the coal is consigned.

The Michigan Central has established the fact that it has, in Detroit, a yard for its north business, its south business, and its west business; that it has not in Detroit a yard sufficient for its east business; but that it is using its yard at Windsor as a yard in which constructive Detroit deliveries of traffic from the east can be made.

So far as the distance from the centre of Detroit is concerned,—if that is to be taken as the criterion—the Windsor yard is no further away than at least one of the other yards mentioned.

If the railway company had carried the coal in question to Detroit and placed it in one of the other yards, manifestly this Board would have nothing to do with the question; but Windsor is not only a separate municipality, but is in another country. Can this fact alter what might be otherwise a reasonable and proper method of handling traffic? In so far as constructive deliveries are concerned, and under the American practice and the decisions of the American courts, the actual distance of the Windsor yard from Detroit would not be admitted as a valid ground for objection. It is unnecessary to mention again the American authorities referred to in the previous judgment. The fact is that yards much more short of the destination than Windsor is short of Detroit, have been recognized as points at which cars may be held for re-consignment orders. It should also be stated that these decisions have been largely, if not altogether, arrived at in view of the fact that the terminal tracks at the ultimate destination have been congested.

The question as to whether Detroit tracks are or are not congested is not one on which this Commission should pass. If Detroit terminals are not congested, or if any hardship is worked against consignees, it is an easy matter for the Insterstate Commerce Commission to disallow the particular tariff under which this charge is made; but, excluding the matter of congestion and admitting the necessity for yards where cars may be held for orders, we have to consider the ultimate question, whether, under any circumstances, in so far as the railway tracks in Canada are concerned, the cars referred to, when held short of the termini, are or are not liable to demurrage charges for detentions beyond the time limit.

The delays for which demurrage charges are made undoubtedly occur in Canadian territory. So far as the railway services for which the charges are made are concerned, they are railway services performed within Canadian territory; and, considering the matter apart from the question of comity between the two commissions, treating Detroit as an Ontario point only a short distance from Windsor, and viewing the whole

transaction as entirely Canadian in its inception, and completion should we say that the practice is one which should be allowed?

Real estate in the centres of large cities is extremely expensive; and hence railway termini in such centres are not so large as they might otherwise be. This is true in Canada as elsewhere; and, as a consequence, railway termini in our large Canadian centres have at times been injuriously congested and, if all terminal yards are to be confined within the limits of the city before any constructive delivery can be made, business will either have to cease to some extent, or railway rates will have to be increased; and referring to our usual practice in Canada, we may note that cars destined to Toronto are held at Mimico for switching orders,—a point much farther from Toronto than Windsor is from Detroit. In like manner, cars destined to Montreal and Winnipeg are held at points outside of these cities for switching orders—all subject to demurrage charges in cases of detention beyond the time limit.

Therefore, treating the case as one entirely within its own control and jurisdiction, the Board should, I think, re-affirm its former judgment, no case for a re-hearing having been made out.

LONDON RAILWAY COMMISSION *v.* BELL TELEPHONE COMPANY OF CANADA *re* RAISING OF WIRES WHERE THEY CROSS THE LONDON AND PORT STANLEY RAILWAY.

Judgment, Chief Commissioner DRAYTON, April 19, 1915:—

The London Railway Commission has made application, in a number of cases, for orders directing the Bell Telephone Company to raise its wires at points where they cross the London and Port Stanley Railway Company's tracks. In this case, as well as in Files Nos. 25542.13, 25542.9, 25542.7, 25542.1, 25542.2, 25542.4, 25542.5, and 25542.3, the crossing occurs along the line of the public highway. In some other instances, the file does not show that the crossing is on a highway and it may well be that the crossing occurs over the private right of way of the railway company at the other points.

The London and Port Stanley Railway Company is changing its system of operation from steam to electricity. The electrical system the company is adopting is the overhead catenary, with the result that the present telephone construction has to be changed and the telephone wires changed at these crossings, and new poles put in, so as to provide proper clearance for the new railway overhead construction.

There is no reason why orders should not be made in each case, directing the Bell Telephone Company to change its plant at the points in question, as requested. The Bell Telephone Company, however, claims that the applicant should be at the cost of this work, and relies on paragraph No. 6 of the Board's Standard Conditions and Specifications for Wire Crossings. The railway company claims that its railway was constructed and in operation shortly after 1853, and was operating at the crossings in question long prior to the erection of the Bell Telephone Company's plant and equipment. The applicant states that it is senior to the Bell Telephone Company, and that, as changes which have been made are necessary for the proper operation of its line, the Bell Telephone Company should be at the cost of making the necessary change in its system.

In so far as any crossings over the actual right of way by the applicant are concerned, I am of the opinion that the London Railway Commission is correct in its submission, and that its seniority must prevail. The fee of the property crossed by the wires of the Bell Telephone Company in this instance, is in the railway, and, under the Board's practice, the right of crossing that the Board has permitted over the Railway Company's right of way must be subject to the reasonable exercise by the Railway Company of its proper rights, and as permitted by the Board.

In so far, then, as these crossings are concerned, an Order will go that the work should be required, at the expense of the Bell Telephone Company. The larger number of crossings, however, consist of cases where the plant of the Bell Telephone Company is built, under the authority of the Dominion Act, along the highways, the wires crossing the railway construction along the line of the highway crossing. In this instance, so far as the record shows, the fee is in the municipality, with the right in the railway company to cross the highway with its track. When the crossing was first occupied by the Bell Telephone company, this was the only right which the London and Port Stanley Railway Company had. It had at that time no right to cross the highway with wires, or to put any obstruction on the highway, except as authorized by the Railway Act and necessary for the purpose of carrying the railway, which was then operated by steam, over the highway.

Railway companies, under such circumstances, have no rights outside of the Order of the Board, conferring the right of crossing, which right is confined to the actual work required to be done. So that a railway company, in case an elimination of the grade crossing is considered, with a one hundred-foot right of way on each side of the highway and only one track authorized across the highway, would, as of right, only be entitled to a consideration of the single track, *re* Hamilton and Grand Trunk Railway Company, Kenilworth Avenue Case. File No. 23753.

While, therefore, at these highway crossings, the track of the London and Port Stanley Railway Company is senior to the construction of the Bell Telephone Company, the new overhead work requiring the change was not authorized at the time the Bell Telephone Construction took place, with the result that the railway company's new overhead work is junior to the Bell Telephone Company's construction, and the costs of all changes rendered necessary for the convenience of the new railway construction at highway crossings, must, therefore, be paid by the applicant.

Assistant Chief Commissioner Scott concurred.

Re SECTION 276 OF THE RAILWAY ACT.

Judgment, Chief Commissioner Drayton, May 6, 1915:

Application has been made by the Canadian Pacific Railway Company for an order of the Board exempting the Company from compliance with the requirements of section 276 of the Railway Act, in so far as a number of different crossings mentioned in the application are concerned.

In support of the application, the company points out that these crossings are protected by gates, bells, watchmen, etc., and that there is no necessity for protection by a man stationed on the foremost part of trains or tender.

The Operating Department has had the question under consideration, and it has been discussed by the Department and the Railway Company for some time past; and the department recommends that an Order be issued relieving the railway company from stationing a man on the back of the tender, as required by Rule 102 and section 276 of the Railway Act, when backing over the crossings in question, which are all protected to the satisfaction of the Board. The recommendation, however, distinguishes between the case of a rear movement of an engine having no car in front of it and other movements, and insists that in any case where the engine is preceded in the movement by any other rolling stock, that a man must be stationed on what is the front car of the movement.

Section 276 is as follows:

> "Whenever in any city, town or village, any train is passing over or along a highway at rail level, and is not headed by an engine moving forward in the ordinary manner, the company shall station on that part of the train, or of the tender if that is in front, which is then foremost, a person who shall warn persons standing on, or crossing, or about to cross the track of such railway. 3 E. VII, c. 58, s. 228."

The section was amended in 1910 by the addition of the following subsection:

> "2. The Board, upon the application of any company or person, shall have power to order that this section shall not apply to any particular trains or classes of trains, or to trains running on any specified portions of the railway of the company; provided that no such order shall be made with respect to trains engaged in shunting, or in yard or terminal movements."

In the opinion of the operating department, a man on the tender when the engine leads the movement, although backing, serves no useful purpose. In the case of almost every engine, as a matter of fact, the engineer has at least as good if not a better view of the track in front of him as in the case of a front movement, a tender nearly always being shorter than the boiler and other engine works in front of the cab; and, in the case of a reverse movement, as a usual thing, there is no possibility of the view being obscured either by smoke or steam.

In other words, it would appear that, if a man on the tender is necessary, a man is also necessary in the front of every locomotive operating over crossings.

Under the Rules, an engine proceeding reverse action has to have a light on the tender at night; and the cow-catcher has certainly never proved of much help in saving the public from injury in the case of being struck by an engine. These are the grounds on which the department has made its recommendation.

Under the Subsection, the Board may order that the Section shall not apply to any particular class or classes of trains. As a matter of first impression it would appear that it is practically impossible for the Board to do this, that in the interests of the public, there should be a uniformity of practice at any particular crossing, and that it would be against the best interests of everyone for the Board to attempt to catalogue in classes all the different movements that might take place, and to say that for this movement or for that, that a person must be placed on the front of train when the engine is not situated as in the ordinary movement, and suspend the effect of the statute in other instances.

To my mind, any action taken by the Board should be under that part of the section which the company invokes, namely, to exempt from the operation of the section specified portions of the railway, in other words, specified crossings. The different crossings, however, in respect to which relief is sought are situate within terminals, and are, therefore, subject to more or less shunting, yard or terminal movements.

In view of my inability to see that the Board can usefully distinguish between movements, I am, therefore, of opinion that the order asked for cannot now be made. The record contained by the different files cannot be said to be complete; and, the question being new, leave will be given to the company to have the whole matter set out for hearing at an operating session of the Board, should it so desire.

STEEL COMPANY OF CANADA V. TORONTO, HAMILTON AND BUFFALO COMPANY *re* SWITCHING RATES.

Judgment, Chief Commissioner Drayton, May 6, 1915:

Complaint is made by the Steel Company of Canada against the switching rates obtaining in the Hamilton Terminals of the Toronto, Hamilton and Buffalo Railway under Tariff C.R.C. No. 858, effective April 1, 1913, as amended by Supplement No. 4, effective May 5, 1913.

The proceedings in this particular complaint were commenced by letter of March 2, 1915.

At the hearing at Hamilton, April 28, 1913, when the Grand Trunk Railway and Toronto, Hamilton and Buffalo local switching rates as of March 25 and April 1, 1913 (C.R.C. 2677 and 858 respectively), were suspended, the Toronto, Hamilton and Buffalo was permitted to increase its former schedule to the Grand Trunk basis where it had

been lower. The parties subsequently conferred and appear to have reached a mutually satisfactory understanding, seeing that nothing has been heard from either until receipt of the letter of the 2nd of March from the Steel Company of Canada, and their letter objects to the districting of the Toronto, Hamilton and Buffalo terminals rather than the rates themselves, although the inter-district rate is concerned to some extent.

Under the tariff the railway company has two switching areas, the Belt Line, designated under the tariff as "B," and a more restricted area designated as "A" between Aberdeen yards and Wentworth street.

The Steel Company's plant is situate on the Belt Line and switching charges are made against its movements as provided for district "B."

As already pointed out, district "B" is considerably larger than district "A," the length of the company's line in "A" being about three miles, while the company's tracks in "B" total about seven miles.

The local switching rate from any one siding to another in district "B" is 1 cent per 100 pounds. A similar charge is made for similar service between sidings in district "A". On movements in district "B" to district "A", and vice versa, the initial charge of 1 cent is increased, so as to make the rate 1¼ cents.

The complainants require to move cars from their works on the water front, which are situated, as already stated, in district "B," to the Union Drawn Steel Company, whose works front on Victoria avenue south, which is within district "A"; and they desire that an order be made by the Board extending the limits of district "B" as far west as Ferguson avenue, a thoroughfare some 1,500 feet to the west of Victoria avenue.

Wentworth avenue, which is the present westerly boundary of district "B", so far as movements to sidings on the southerly portion of the system is concerned, lies some 3,500 feet east of Ferguson avenue.

The result of granting the order asked would, therefore, be to enlarge district "B" to the advantage of industries therein situated to this extent, and to correspondingly narrow district "A" to the detriment of industries which happen to be located therein.

The Railway Company, in its answer to the applicants, points out that Wentworth street is the easterly limit of the Hamilton terminals of the company under the provisions of the lease to the Canadian Pacific Railway Company and the agreement with that company for joint operation over the Hamilton terminals, an arrangement sanctioned by the Governor in Council in or about the year 1897.

The company also points out that if these districts were to be divided at Ferguson avenue as required by the applicants it would have the effect of making the division of the districts and rates practically in the centre of the company's Hamilton terminal team-track yard, and of making the higher inter-district switching charge from one team track, or a portion of a team track, west of Ferguson avenue to another team-track, or portion of team-track, east of Ferguson avenue, and vice versa, within the same yard. This point seems well taken. Any such arrangement would create a very unfair and unreasonable condition as between shipments.

There is no doubt that a division of districts such as these under consideration should, if possible, be made at a point where no such results would follow.

It is a principle of tariff making to break the rate groups at flag stations or unimportant points as far as practicable; and, to apply the principle in this case, there is no doubt that Wentworth street would be the proper boundary as against Ferguson avenue, as on Wentworth street south there are no industries with track facilities.

The Applicants make another point, based on the Grand Trunk rates, that leave was given to the Toronto Hamilton and Buffalo to make its switching charges correspond to the Grand Trunk rates.

As a matter of fact, the Grand Trunk zones do not happen to have the same boundaries that the Toronto Hamilton and Buffalo zones have, so that on some particular movements under the Grand Trunk tariff it might well be that only one zone

rate would apply, where the corresponding zone rate with the extra quarter of a cent would be collected under the Toronto Hamilton and Buffalo tariff. Under the Grand Trunk tariff, however, the same inter-zone quarter of a cent is collectible; but the Grand Trunk does not reach the Union Drawn Steel Company referred to by the applicants. The application is therefore dismissed.

Reported in 18 Can. Ry Cas. 339.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

APPLICATION OF THE CITY OF LACHINE FOR A FOOT SUBWAY UNDER THE TRACKS OF THE GRAND TRUNK RAILWAY AT SEVENTH AVENUE.

Judgment, Assistant Chief Commissioner SCOTT, February 24, 1915.

The city of Lachine applies to have a foot subway opened under the tracks of the Grand Trunk Railway Company where it intersects Sixth avenue on the south side of the tracks, and Seventh avenue on the north side of the tracks of the railway company. It is admitted that the highways are junior to the railway. There is no crossing over the tracks of the railway either east or west of the point in question for several blocks. I have viewed the location on the ground. The point where the subway is applied for is a short distance west of Dominion station on the railway, and in the vicinity of several large industries where a considerable number of persons are employed. It is said that a farm crossing at one time existed about the point where the subway is now applied for. There is no evidence of any dedication of a way of communication to the public by the railway company across its tracks. The well defined policy of the Board in cases of this kind is that the entire expense of the work necessary to carry the subway under the existing tracks of the railway company must be borne by the municipality.

The Grand Trunk Railway Company says that it intends to lay two more tracks in addition to the two that now exist on its right of way at this point. No work in preparation for the laying of the additional tracks has yet been done on the ground. Under Present conditions it is not likely that these additional tracks will be laid for some time.

Under these circumstances I see no necessity of our disposing of the point raised by the railway company at present. I would grant this application without prejudice to the rights of either party to raise the point again before the Board if the laying of additional tracks is ever undertaken.

Therefore, I think an order should go granting the application of the municipality to construct a pedestrian subway under the existing tracks of the railway company at the point in question. The work to be done entirely at the expense of the municipality.

The plans of the subway to be approved by an engineer of the Board.

The work to be commenced not later than the first of June next, and to be completed by the first of July following.

Reported in 16 Can. Ry. Cas., 365.

Mr. Commissioner MCLEAN: I agree, recognizing the obligations which the established practice of the Board in regard to seniority and juniority entail in such an application as the present.

Deputy Chief Commissioner Nantel concurred.

APPLICATION OF THE CITY OF LONDON, ONT., TO CONSTRUCT ASHLAND AVENUE ACROSS THE GRAND TRUNK RAILWAY TRACKS, LONDON, ONT.

Judgment, Mr. Commissioner MCLEAN, March 5, 1915:

By Order 22853, of date November 9, 1914, the applicant, the Corporation of the City of London, was authorized to construct and maintain, at its own expense, a highway crossing over the Grand Trunk Railway where the same intersects Ashland ave., in the City of London.

Application is made by the City, under date of February 26, asking that the Order be amended so as to provide that the Grand Trunk Railway Company shall construct and maintain the crossing, or, in the alternative, if it is impossible to grant this amendment, that the maintenance shall be on the railway, and that failing this being granted the maintenance shall be looked after by the railway at the expense of the applicant.

The situation is that prior to the Order of the Board, the City had no rights of crossing at the point in question. The crossing as asked for was to cross the right of way of the railway. In being permitted to carry its street across the property of the railway, the cost of construction and maintenance being placed upon the City, it must be recognized that here there is, as regards the railway, an invasion of a property right, this invasion being sanctioned because of public need. If the City were carrying its street across private property which was not affected by a public use, as is the right of way of the railway, the expense of acquisition of the land upon which the portion of the street traversing the property in question was located, would be upon the city, as well as the cost of the laying out of the street and its subsequent maintenance.

The Railway Committee of the Privy Council had a jurisdiction in regard to permitting highways to be carried across railways. The jurisdiction in this respect is now possessed by the Board. At a meeting of the Railway Committee of the Privy Council, on November 15, 1899, in the matter of the application of the City of Toronto *re* Lansdowne avenue cossing, Toronto, the Solicitor for the Canadian Pacific Railway Company, in stating the practice of the Railway Committee, said that there were three classes of cases in which application may be made by a municipality or a railway to cross one another as to highway crossings. After referring to a case where the highway was senior, and to a case where, after a railway had been carried across a highway or a highway carried across a railway, the question of protection was brought up because of change in circumstances, he went on to say:

> "One other case is where the municipality has for the first time sought to cross a railway already in existence, and in that case the rule is the other way. They made the municipality pay the cost of construction and maintenance forever, and the railway was free."

Later, in the course of evidence, the Honourable Mr. Blair, who was then Chairman of the Committee, in addressing the Counsel for the City of Toronto, said: "You have heard what the rule is which this Committee has acted upon, and my experience agrees with that."

Reference to particular cases might be made in support of this presentation of the rule. For example, the Railway Committee in authorizing, on November 22, 1892, Wonham street, in the Town of Ingersoll, to be carried across the Grand Trunk, and in providing that as a condition of the granting of the crossing gates should be at once installed, provided not only that the cost of construction and maintenance of the crossing, but also the cost of construction and maintenance of the protection, should be on the town.

Again, in authorizing, on October 6, 1897, the Corporation of the Parish of St. Blaise to construct crossing across the Grand Trunk Railway, the Committee provided the cost of construction and maintenance should be on the municipality.

In authorizing, on January 22, 1897, a street to be carried across the Canadian Pacific Railway, in the City of Quebec, the cost of construction and maintenance was placed upon the municipality. A similar order issued on the 26th of September, 1896, in connection with an authorization giving the City of Winnipeg permission to extend Gladstone street across the Canadian Pacific Railway.

An order of December 12, 1890, in authorizing various highways to be carried across the tracks of the Intercolonial provided that full cost should be on the municipalities concerned.

Where the Board grants permission to a municipality to open up a street across the railway, the uniform practice is to place the cost of construction and maintenance upon the municipality. Reference may be made to the decision of the Board in the village of Weston *re* Canadian Pacific and Grand Trunk Railway Cos., 7 Can. Ry. Cas., 80, and the Order which thereafter followed. In terms of the order, provision was made that the cost of construction was to be borne by the applicant, provision being made for the division of the work, with the further proviso that in respect of the portion of the work done by the Railway Companies, these companies were to be reimbursed by the applicant; and, further, the work of maintenance was to be done by the railways at the sole cost and expense of the applicant.

Reference may also be made to the Town of St. Pierre *vs.* Grand Trunk Railway, 13 Can. Ry. Cas., 1; Village of Bridgeburg *vs.* Grand Trunk and Michigan Central Railway Companies, 14 Can. Ry. Cas., 10.

Order 22853 may, if the applicant so desires, be amended so that the work of construction and maintenance will be done by the railway, at the expense of the applicant.

Copies of this memorandum may go to the parties so that they may be heard from in regard to the matter of an amending order, if such is deemed necessary.

Chief Commissioner Drayton concurred.

APPLICATION OF THE ERNESTTOWN RURAL TELEPHONE COMPANY, LIMITED, FOR A RULING OF THE BOARD AS TO THE MEANING OF CLAUSE 8 OF THE STANDARD FORM OF CONNECTING AGREEMENT BETWEEN THE BELL TELEPHONE COMPANY AND THE INDEPENDENT COMPANIES.

Judgment, Mr. Commissioner McLean, May 17, 1915:

The agreement in question is set out in the Board's General Order No. 114. Clause 8 reads as follows:—

> "8. The charge for each message or conversation transmitted to or from points on the System of the Proprietor and to or from points on the System of the Bell Company other than shall be the established long distance rates of the Bell Company, plus the Proprietor's charge of each party to receive its own charge, and the party on whose line the call originates shall collect and be responsible for such charge; provided, however, that the Bell Company shall not be obliged to collect and be responsible for the Proprietor's charge if the Proprietor fails to collect a like charge on messages originating on the Proprietor's system."

The applicant Telephone Company states that it has a 10-cent rate both in and out on its system to non-subscribers. A flat rate is charged on the system to its subscribers, and as a consequence of this the company does not make an additional charge to a subscriber who makes a long distance call to a point on the Bell lines. The applicant states that it considers that the Bell Company should pay a line charge on its system, and says further that it cannot see why the Bell Company should not be responsible for the collection of same when the messages originate on their system, whether the subscribers of the applicant company pay a line rate or not. The applicant company thinks it assumes sufficient responsibility when it becomes responsible for the Bell long distance line rate in respect of a call originating on the Applicant Company's system.

In reply, the Bell Company states that it does not consider that the fact that the applicant subscribers pay a flat rate per annum is relevant to the discussion. It further states that if the Bell subscribers are to be charged "another line" fee on inward calls to the applicant's system, while the applicant's subscribers are not to be charged a similar fee on outward calls, it is apparent that there will be an unjust discrimination in favour of the subscribers of the applicant's system; and it states that while it

is not particular as to whether the other line charge on long distance connection with the applicant company should be continued, if the applicants desire such another line charge on long distance calls inward from Bell points, it is proper there should be a similar charge on outward calls to Bell points.

It will be noted that the applicant considers that the Bell Company is in the same position as a non-subscriber.

In summing up its position, the applicant company submits the following questions for answer:—

> "First. As we are only asking the Bell Company to collect for messages originating on their system from those who must pay same either in or out on our system, is the Bell Company not bound by Clause 8 to do so?
>
> "Second. If the Bell Company is not bound to do so but rather refuses to do so, are we as a company not relieved of any responsibility *re* the collection of their charges where the messages originate on our system?"

Clause 8 was one which was arrived at by consent of the parties in the hearings which led up to the issuance of General Order No. 114 as it now stands. Where there are explicit words of consent, these speak most authoritatively as to what the intention was. In the printed draft agreement which was before the Board during the hearing. Clause 13 read as follows:—

> "That the charge for each message or conversation transmitted to or from points on the System of the Proprietor and to or from points on the System of the Bell Company other than shall be the established long distance rates of the Bell Company, plus the Proprietor's charge of each party to retain its own charge."

During the course of the hearing, the following words were added, "and the party upon whose line the call originates shall be responsible for such charge." The amended clause then read:—

> "13. That the charge for each message or conversation transmitted to or from points on the system of the Proprietor and to or from points on the system of the Bell Company other than shall be the established long distance rates of the Bell Company, plus the Proprietor's charge of each part to retain its own charge, and the party upon whose line the call originates shall be responsible for such charge."

When this clause 13 was before the Board at its hearing in Toronto on February 10, 1912, its significance was explained by Mr. Sise for the Bell Telephone Company. His statement was in substance this: there should be a charge for each message or conversation transmitted to or from points on the system of the Proprietor, and to or from points on the system of the Bell Company, such charge to be the established rate of the Bell Company plus the Proprietor's charge. He stated that the practice in a great many cases had been for the local company not to charge its subscribers in a case of an out-going message. Continuing, he said that where the Bell Telephone Company collected 15 cents on a call from Toronto to a place and turned it over to a local company, the situation was that the rate inbound was the Bell long distance rate plus this 15-cent charge, while the subscriber of the local company in telephoning out paid only the long distance call to the Bell. This was stated to create a discrimination; and it was submitted that it ought to be stipulated it should be collected both ways when enforced at all.

Counsel for the Independent Telephone Companies, on being questioned by the Chief Commissioner as to his position in regard to the matter, stated that he saw no objection to the situation being handled in the way set out in the proposed clause.

Further discussion took place in regard to the matter of collection, and it was agreed that in order to make the matter clear the following words should be added to the clause:—

> "and the party upon whose line the call originates shall be responsible for the collection of such charge."

It would appear that the intent of clause 13 of the original draft agreement is now contained in clause 8. Clause 8 in its present form was also agreed on by the parties.

In view of the history of the clause, it appears that the intention was that the obligations in respect of the other line charge should be mutual; that is to say, if the Bell Company is asked to collect the charge of the applicant company in respect of the message originating on the Bell Company's line, the applicant company must similarly collect in respect of a message originating on its own line; and this obligation attaches to all calls. The choice is between this mutual obligation in respect of all calls and the situation where the Bell Company has no obligation to collect in respect of a call terminating on the lines of the applicant company.

What has been said answers question No. 1 of the applicant company, and this answer to question No. 1 obviates the necessity of answering question No. 2.

Reported in 18 Can. Ry. Cas., 325.

Chief Commissioner Drayton, Assistant Chief Commissioner Scott, Deputy Chief Commissioner Nantel, and Mr. Commissioner Goodeve concurred.

LONDON RAILWAY COMMISSION AND GRAND TRUNK RAILWAY COMPANY RE OPERATION LONDON AND PORT STANLEY RAILWAY BY ELECTRIC POWER OVER GRAND TRUNK RAILWAY TRACKS IN LONDON.

Judgment, Chief Commisioner DRAYTON, May 21, 1915:

The application of the London Railway Commission for an Order allowing the London and Port Stanley Railway Company to operate cars and trains propelled by electric power over Grand Trunk tracks in London, and to Grand Trunk station at that point, was dealt with in the memorandum of April 17, 1915.

As a result of the disposition then made, the Commission filed with the Board, on April 21, its application, made under the provisions of Section 176 of the Act, for leave to take possession of and use and occupy certain property belonging to the Grand Trunk Railway, described as follows in the application:

> "A forty (40) feet strip between Wellington and Clarence streets, immediately north of Bathurst street."
>
> "A strip of land fifty (50) feet wide, from Clarence street westerly, immediately north of Bathurst street, for a distance of two hundred and seventy-two (272) feet three (3) inches."
>
> "To the west of the above, a strip of land eighty (80) feet wide for approximately a like distance, or to the easterly limits of Richmond street, and immediately north of Bathurst street."
>
> "All in the City of London, Ont.; giving the London and Port Stanley Railway a frontage on Richmond street, for the purposes of its station, eighty (80) feet in width. The London Railway Commission desires this property for the purposes of serving its terminals in London, for passangers, baggage, express, and milk."

Other questions were referred to in the application which will be hereafter considered.

The Company in its answer to the application and dealing with that part of the application under consideration, stated that the Commission had asked for too much frontage on Richmond street and that they should be restricted to the frontage now

occupied by the Cook, Fitzgerald Company, which has a frontage of but 57 feet, as against the 80-foot frontage the Commission will obtain should effect be given to its application. The Grand Trunk contend that this 57-foot frontage would be ample for all tracks and buildings required for the handling of the business of the London and Port Stanley Railway, even though it should become 100 per cent larger than is anticipated.

The Commission filed its reply to the Grand Trunk's answer on May 10, claiming that it was absolutely necessary that the Commission should obtain the 80-foot frontage on Richmond street, to enable it to properly provide facilities for the proposed stations, tracks, and accommodation.

On the 18th of May, a further communication was received from the Grand Trunk,—that Company then taking the position that the London Commission have not demonstrated the necessity of the acquisition of any of the Grand Trunk property, and that if the Board thinks there is such a necessity, that the London Commission have not proved the necessity for taking the amount so asked.

The Board's Chief Engineer and Chief Operating Officer have both visited London; and I have also made a personal inspection. Both the Board's Engineer and Operating Officer agree that the request of the London Commission is reasonable, and that the land asked is necessary for the proper operation and deveopment of that Company's London terminals. I may say that I entirely agree with their views,—the Board should adopt them. In my opinion, the amount of land asked is not excessive, and any lesser quantity would interfere with the proper development of the London and Port Stanley Railway, and its future would be checked.

There is also no doubt as to the necessity of that Railway obtaining possession of the land in question for the purpose of its terminals.

An order should, therefore, go, allowing the London Railway Commission, which operates the London and Port Stanley Railway, to obtain possession of the land above described for the purposes of the London and Port Stanley Railway Company, subject to the provisions of Section 176.

The application of the London Commission proceeds as follows:—

> "In order to avail itself of the above property, the London Railway Commission further applies, under Section No. 235 of the Railway Act, for the right to construct and erect track, poles, fixtures, wires, *et cetera,* necessary for the electrical operation of its system, along the north side of Bathurst street, in the said city of London, between its present track at Burwell street on Bathurst street, to connect to the property in respect of which application is hereby made, and as shown by the drawings which accompany this application.
>
> "The London Railway Commission further applies for an order requiring the Grand Trunk Railway Company to re-arrange its tracks on and adjacent to Bathurst street, in the said City of London, between Burwell and Wellington streets, to permit of the construction referred to hereby, and the operating of its trains in connection therewith."

Under the standard practice of the Board, the construction of the railways along public highways is not permitted, except with the consent of the property owners, or except notice of the application has been first served on them and a hearing had for the proper consideration of their interests in case of dispute. In so far, however, as Bathurst street, between the limits of Wellington and Burwell streets is concerned, this highway has already been given over to railway purposes. No property interest is affected, except perhaps, that of the railway companies.

The rights of the Michigan Central, as disclosed on the record, shortly terminate; and the property of the Grand Trunk is not of a character, nor put to such purpose as to make it proper for the Board to provide for the payment of any compensation to that company under the provisions of the amendment of 1911 to section 235. The same

may be said of the Michigan Central, in case their rights are of a more permanent character than the record shows.

I am, therefore, of opinion that permission should be given the Commission to construct and erect poles, fixtures, wires, etc., necessary for the electrical operation of its system along Bathurst street. Details of the construction to be submitted to the Board's Chief Engineer for approval. The construction to be made in such a way as to afford the least possible inconvenience to the proper user of the highway.

The question as to re-arrangement of the Grand Trunk tracks, is one, however, that requires more extended consideration.

That company, in its submission to this question, states:—

> "The taking possession of our track along Bathurst street is a very serious matter as they thereby dispossess us of one of the most valuable team tracks which we have in London. Our officials do not know of any place in the yard where we can provide equally satisfactory facilities to the public as upon this track. I am told that this track has been in its present location for over 45 years. It may therefore be properly presumed that it is there legally and with the consent of the Municipal authorities."

The answer of the Commission upon this point is as follows:—

> "With regard to the Grand Trunk Railway Company's tracks on Bathurst street in the City of London, I am directed by the London Railway Commission to say that they understand that this track was put down without any authority and while the Grand Trunk Railway Company were lessees of the London and Port Stanley Railway. The right to use the track so placed on Bathurst street since the lease between the London and Port Stanley Railway has expired has always been denied by the Corporation of the City of London, so the Commission is informed. At best, the Grand Trunk Railway Company could only claim to be mere licensees, and as such, their license could be at any time and has been revoked. It is not conceded that they even have that right."

At the hearing in Montreal, the status of the Grand Trunk tracks was attacked in general terms, but no evidence was given which would enable the Board to find that the Grand Trunk Company was a trespasser. Beyond all doubt, the Grand Trunk has been in occupation of the tracks in question for a long time, some considerable time before the Railway Act of 1903 and the constitution of the Board; and under such circumstances, I am of the opinion that the onus of establishing the Grand Trunk to be a trespasser lies upon the commission. If these tracks were not useful tracks and required by the Railway Company and needed in the public interest at London, the matter could be dealt with in a different manner; but the Board's officers state that these tracks form a necessary part of the accommodation for traffic that the public enjoys at London, and that, as ordinary team tracks, running rights, if granted the London and Port Stanley over them, would defeat the object for which they are maintained. This result, however, makes no real difficulty and does not prevent in any way the project of the London Commission from being carried out.

At the hearing in Montreal the following occurred:—

> "Sir ADAM BECK: However, if that is so we can come over on the Michigan Central Railway.
>
> "The CHIEF COMMISSIONER: It is just as easy to use the Michigan Central Railway?
>
> "Sir ADAM BECK: Yes."

and a pencilling was made at the time on the plan, showing that connection in this manner could be made very cheaply and easily.

I am of the opinion, therefore, that that part of the application which requires the re-arrangement of the Grand Trunk tracks on Bthurst Street, and which in effect

would mean the elimination of those tracks, cannot be granted. On the other hand, there is no objection to the use of the existing track of the Michigan Central in the manner pointed out by Sir Adam Beck at Montreal, and the order will provide for such construction according to a plan to be submitted to and approved by the Board's Chief Engineer.

A further application has been made by the London Railway Commission under file No. 25649.3,—the application being filed April 21, 1915.

The application is made under Section 235 of the Act, for permission to construct team tracks on the north side of Bathurst Street from the junction of the London and Port Stanley tracks on Bathurst Street, near Burwell Street, east to Adelaide Street.

The consideration involved in this case is of a single line on Bathurst Street for a distance of 1,750 feet. There are no existing tracks on Bathurst Street at this point.

The application also asked for a second track between Wellington and Richmond Streets.

Bathurst Street, in the latter area, may be looked upon as already more or less subjected to railway use, and the property is of such a character that as already pointed out, the Board ought not to place the burden of any alleged damages on the Commission, under the amendment of 1911. In so far therefore, as this particular track is concerned, I am of the opinion that it may be authorized.

The Commission in its application also desires to lay tracks on Bathurst Street from Richmond Street to Thames Street, a distance of some 1,700 feet. This part of Bathurst Street is at present unencumbered with railway tracks. The result is that the construction from Burwell east to Adelaide and from Richmond west to Thames Street is in exactly the same position.

On the 30th of April, the Board received a letter from the City Clerk stating that he was instructed by the Council to acknowledge the receipt of the application of the London Commission to lay the tracks. No consent is filed at all, either by the city or by property owners; and the property owners have not been notified. No order should, therefore, be now made in so far as these tracks are concerned.

If the City Council consents and if the owners of property fronting on Bathurst Street where the new railway construction is proposed, also consent, an order may then go. If, on the other hand, the property owners object, after being all served and a proper book of reference filed showing the owners of this abutting property, the matter will be disposed of at a sitting held in London for this purpose.

Deputy Chief Commissioner Nantel and Mr. Commissioner Goodeve concurred.

COMPLAINT OF MR. C. M. SINCLAIR OF BRIDGEBURG, ONTARIO, AGAINST FREIGHT RATE CHARGED HIM ON SHIPMENT OF HOUSEHOLD EFFECTS FROM KINGSVILLE, ONT., TO BRIDGEBURG, ONT.

Judgment, Mr. Commissioner McLean, May 22, 1915:

Complaint is made that on a shipment of household effects from Kingsville, Ontario, to Bridgeburg, a rate of 36 cents was quoted by the agent of the Pere Marquette Railway at St. Thomas. It is further set out that when the goods arrived at destination the charges on the shipment were $4.10 instead of $1.80, and applicant asked for refund of $2.30.

While the rate was quoted by the Pere Marquette, it appears that the goods moved via the Windsor, Essex and Lake Shore Rapid Railway. This railway is an electric line and does not operate beyond Kingsville. Apparently the goods were delivered to the Canadian Pacific at Lake Shore Junction and by that line delivered to the Grand Trunk at London. The rate from Kingsville to London in connection

with the Canadian Pacific is 30 cents per 100 pounds, by tariff C.R.C. No. 6. From London to Bridgeburg, the rate is also 30 cents. This rate is carried in Grand Trunk tariff C.R.C. No. E-1729. The expense bill shows an additional charge of 50 cents which was apparently for cartage from the Canadian Pacific to the Grand Trunk at London.

The shipping bill issued by the Windsor, Essex Railway has the weight as 500 pounds, this being subject to correction. It is stated this was the estimate of weight made by the drayman. On the Grand Trunk expense bill, the weight is set out as 600 pounds.

The Windsor, Essex Railway states that when the goods were presented for shipment, the consignor was informed that they should be shipped by the Pere Marquette, as there were no through rates to Bridgeburg by way of the Windsor, Essex railway. Notwithstanding this, the consignor insisted that shipment should be made by the Windsor, Essex Railway. They were, therefore, accepted for shipment, the bill of lading being made out under the supervision of the consignor, it being signed by the drayman as shipper.

The railway company states that it is willing to abide by any decision the Board may arrive at after taking into consideration the facts.

On the statement of the case presented by the railway company being submitted to the applicant, no exception was taken to it by the applicant. The applicant states he has no intention of inquiring how the consignor came to ship by the Windsor, Essex railway, and he states in substance that all he is concerned with is the fact that "the regular rate" of 36 cents was not charged.

It may be that the consignor in shipping by a route over which through rate was not available did not clearly understand the significance from the point of charges of the lack of a through rate. But while she thus erred in choosing a route over which a through rate was not in existence, she gave the shipping directions after she had been advised to the contrary by the railway company over which she proposed to ship.

But when the goods were delivered to the Windsor, Essex Railway, the obligation was on it, in the absence of specific instructions as to the routing off its own lines, to send the goods forward on the lowest rate combination available.

The Canadian Pacific has a through tariff in connection with the Michigan Central from Lake Shore Junction to Bridgeburg of 36 cents per 100 pounds, first-class, per tariff C.R.C. No. E-2774, and the local first-class rate from Kingsville to Lake Shore Junction per Windsor, Essex and Lake Shore Rapid Railway tariff C.R.C. No. 77 is 16 cents per 100 pounds. Had this routing and combination been applied, the through rate would have been 52 cents per 100 pounds and the charges would have been $3.12 instead of $4.10.

Adjustment accordingly should be made.

Reported in 18 Can. Ry. Cas. 344.

Assistant Chief Commissioner Scott concurred.

REDUCED FARE TICKETS ON QUEBEC AND LAKE ST. JOHN RAILWAY.

Judgment, Assistant Chief Commissioner SCOTT, June 17, 1915.

For many years the Quebec and Lake St. John Railway Company sold 10-trip tickets, for use between Quebec and St. Catherine Station, for $1; *i.e.* 40 cents a trip. Similar tickets were sold to other points on the railway, but St. Catherine may be taken as a typical station. St. Catherine is 21 miles from Quebec. The first class one-way fare is 65 cents, and a week-end return ticket is sold for 90 cents; *i.e.* single fare plus 25 cents. The Company also sells 55-trip tickets, good for one month, between Quebec and St. Catherine, for $8.40. The rate per mile of the 10-trip ticket was 1⁹⁄₁₀ cents, and the 55-trip ticket is ⅞oths of a cent. By Supplement No. 6 to its Local

Passenger Tariff No. E-83, C.R.C. No. E-19, effective September 19, 1914, the Company cancelled its 10-trip tickets to Lake St. Joseph, St. Catherine and intermediate points. Mr. H. W. Brown, has applied to the Board for the re-establishment of these tickets.

When these 10-trip tickets were first issued the Company possessed a Provincial Charter merely, and was not under the jurisdiction of the Dominion Parliament. Subsequently, it came under the control of the Canadian Northern Quebec, and became subject to the jurisdiction of this Board. While the Company was under the jurisdiction of the Province of Quebec an Order was made by the Quebec Public Utilities Commission, on the application of the Railway Company, limiting the use of the 10-trip tickets to the period between the 1st May and the 31st October in any year.

A large number of residents of Quebec have built summer cottages at St. Catherine and other points to which these 10-trip tickets were available, and it is contended that the existence of these tickets was one of the inducements which led to the expenditure of large sums of money in the construction of summer residences at points to which these tickets were available. Those desiring to have the sale of these tickets re-established contend that because they have spent their money in the belief that the 40-cent rate to St. Catherine was to be a permanent one, the Railway Company should not now be permitted to discontinue the sale of these tickets. The Railway Company, similar to other railway companies under the jurisdiction of the Board in Eastern Canada, has filed a standard passenger tariff showing a maximum one way fare of 3 cents a mile, and the 65-cent first-class fare is on this basis.

This Board has on a number of occasions affirmed the principle that it will not order a railway company operating its trains by steam, to establish a passenger rate less than its standard rate, unless it can be shown that an undue or unreasonable preference or advantage has been given to any particular description of traffic; or that unjust discrimination has been shown to exist between different localities under substantially similar circumstances and conditions. I do not see anything in the present case to dissociate it from the principle we have been following. There was no contract with any of the parties who built summer cottages that if they established summer residences on the line of the railway that they would forever be given these 10-trip tickets; nor was there anything in the proceedings before the Quebec Public Utilities Commission which would estop the Railway Company from taking out the rates in question. The statement of the Railway Company's financial position shows that it has been operated at a loss for many years. The contention of the Railway Company is that the 10-trip tickets at the rates at which they have been sold are unremunerative.

On the evidence presented it does not appear to be incumbent on this Board to order the Company to re-establish the rate in question. Therefore, the application should be dismissed.

Mr. Commissioner Goodeve concurred.

CONDITIONS RESPECTING THE SHIPMENT OF FLAX SEED IN BULK.

Judgment, Assistant Chief Commissioner Scott, June 18, 1915:

The Northwest Grain Dealers Association has complained to the Board against the provisions of Supplement 3, effective October 12, 1914, to Canadian Pacific Railway Special Tariff on grain and flax seed to Fort William, C.R.C. No. W. 1962, relating to the shipping of flax seed in bulk, which reads as follows:—

> "Flax seed will be accepted for shipment in bulk only at owner's risk of leakage. When ordering cars shippers should notify station agent of their intention to load flax seed. Shipping order must carry notation 'Loaded in bulk, subject to Rule 9A,' this notation to be signed by the shipper."

The shipment of flax seed in bulk was regulated prior to this tariff by Canadian Pacific Railway Tariff C.R.C. No. 1962, effective September 1, 1914; Rule 9 being as follows:—

Flax Seed in Bulk.

"Box cars will not carry flax seed in bulk without loss by leakage. Flax seed may be shipped in bulk, provided shippers assume any expense incidental to preparation of car for bulk loading. Shippers should notify agent that they desire car for flax seed shipments. Shipper's order to carry notation. 'Loaded in bulk subject to Rule 9' and signed by shipper."

The new conditions which became effective on October 12 last, which the applicants seek to have cancelled, places the responsibility for leakage in all cases on the shipper. Under the old tariff the company was responsible for leakage, provided the shipper assumed the expense incidental to the preparation of the car for bulk loading. Flax seed is, undoubtedly, a difficult commodity to ship in bulk; the seed being small and slippery. It usually takes a rate of 1 cent per 100 pounds over wheat. I do not think that is because it is more difficult to handle than wheat but because it is more valuable. Box cars can be prepared to carry flax seed in bulk without danger of ordinary leakage by lining them with paper. Box car linings are now supplied by a paper manufacturer. Paper lining for a car costs about $2. In the same tariff C.R.C. No. W. 1962, the company have an item on page 10, in connection with its elevator rates, as follows:—

"For preparing cars for flax shipments, two dollars for each car."

This special toll has been carried in the Company's tariffs since September, 1912. It has, therefore, been recognized by the railway company for some time that cars can be lined so as to prevent flax seed leakage, and that $2 is a fair charge for lining a car.

It was contended by the applicants that the tariff condition complained against, not having been authorized by the Board pursuant to Section 340 of the Railway Act, was void; but the Railway Company pointed out that the Canadian Freight Classification, which had been approved by the Board, provides for the carriage of flax seed at owner's risk, whether in bulk or in bags. This classification is made to apply to all Canadian tariffs by Section 321 of the Act, although in the working out of transportation conditions proper exceptions thereto may be included in special tariffs. The provisions of the classification having been approved by the Board, the requirements of Section 321 of the Act have been satisfied.

The Company has evidently not considered itself relieved from responsibility for leakage by its protective tariff provision, since it has paid many substantial claims for loss due to leakage during the time it has been in force.

This effort on the part of the Railway Company to relieve itself under all circumstances from liability for leakage is not found in the tariffs or classifications effective in the United States so far as I have been able to ascertain. The tariff of the Great Northern Railway Company from shipping points in Minnesota, and the Dakotas to St. Paul, Minneapolis and Duluth is identical with the Canadian tariffs in existence prior to the one now complained of.

The three great classifications which cover the whole of the United States have the following provisions respecting the matter under consideration. The Western and Southern read:—

"Flax seed in packages, or in bulk in cloth or paper-lined cars."

And the official provides that:

"Flax seed will only be taken in bulk when cars are securely lined by or at the expense of the consignor."

It seems to me that when the shipper is prepared to assume the expense of lining a car, that a railway company should not be allowed to relieve itself from responsibility for leakage while the car is in its hands and beyond the control of the shipper. We have power, under Section 340 of the Railway Act, to regulate the extent to which the liability of a railway company may be restricted or limited. The present condition is unreasonable and unfair to the shippers. It should be cancelled, and the following, which has been drafted by the Board's Chief Traffic Officer, substituted therefor:—

> "Flax seed will be accepted for shipment in bulk only at owner's risk of leakage, in accordance with Canadian Freight Classification; except that if shippers make written request for cars suitably lined at their expense, such cars will be furnished with the least necessary delay, in which case this company will assume the risk of leakage."

As the railway companies are far better equipped to attend to the lining of the car than the average shipper, the preparation of the car should be done by them. I think the $2 charge for such service, which is made at the terminal elevators, is a fair one.

The question came up at the hearing as to whether flax seed was a grain, and whether it should be shipped on the Bulk Grain Bill of Lading approved by Order of the Board No. 14591, dated 18th August, 1911. From the transportation point of view it is, in bulk quantities, regarded generally as grain, and I think it should be shipped under that bill of lading.

This judgment will, of course, apply to the similar tariffs of the Grand Trunk Pacific and the Canadian Northern Railway Companies.

Mr. Commissioner Goodeve concurred.

IN THE MATTER OF THE LIGHTING OF MAIN LINE SWITCHES AND DISPLAYING OF NIGHT SIGNALS FROM SUNSET TO SUNRISE; AND IN THE MATTER OF THE CANADIAN PACIFIC RAILWAY COMPANY BEING REQUIRED TO SHOW CAUSE WHY AN ORDER SHOULD NOT GO REGULATING THIS MATTER.

Judgment, Mr. Commissioner McLean, June 21, 1915:

Under date of November 27, 1911, Mr. W. L. Best, on behalf of the Brotherhood of Locomotive Firemen and Enginemen, represented to the Board that it was absolutely essential, in the interest of safety, that all switches over which trains are required to pass between sunset and sunrise should have lights burning in good condition, to define the position of switches; and that this was especially important in case of outer main track switches which in keeping with special instructions contained in the time-table define the limits of the yard at that particular station. The complaint as worded had reference to the conditions on the Maniwaki subdivision of the Canadian Pacific Railway Company.

The question of the equipment of main line switches had been heard before the Board at its hearing on May 3, 1910, and representations as to the practices were made. These representations will be referred to later.

Under date of February 12, 1912, the Board issued its Circular No. 81, which reads as follows:—

> Files 9079 and 18767, lighting of main line switches.
>
> "I am directed by the Board to call the attention of railway companies subject to its jurisdiction to the fact that on a number of lines where trains are run at night main line switches are not being lighted; also to point out that the rules require night signals to be displayed from sunset to sunrise, and that when weather or other conditions obscure day signals, night signals must be used in addition.
>
> "A. D. CARTWRIGHT,
>
> *"Secretary, B.R.C."*

Later, in September, 1912, representations were made to the Board that on certain subdivisions of the Canadian Pacific Railway Company in the West trains were being run at night without night signals on main track switches being displayed from sunset to sunrise.

Investigation of the conditions on the ground has been made; representations have been received from the parties affected; and there was also a hearing under date of November 3, 1914, when the question of the lighting of main line switches and displaying of night signals from sunset to sunrise was set down for hearing, the Canadian Pacific Railway Company being required to show cause why an order should not go regulating the matter.

In the discussion and reports before the Board, two sets of questions have been raised; one concerned with the interpretation of the rules, the other with the working conditions on particular subdivisions.

The question of the working conditions may be referred to first. In a letter received from Mr. Murphy, General Superintendent of the Manitoba division of the Canadian Pacific Railway Company, under date of December 2, 1913, the position was taken that Circular 81 was not intended to apply where there was only one train operating on the line; and this contention was supported by reference to a particular subdivision where the train was a mixed one and the running time was slow. It was stated that speed was reduced approaching switches, thereby practically eliminating any possibility of danger arising from the switch being set wrong; and it was also stated that the men were aware that the switches were not lighted, as there was no occasion for it.

Mr. Grant Hall, on behalf of the Canadian Pacific Railway Company, referring, in a letter, to the Reston-Wolsely subdivision on which there was only one train running, stated, that he considered it was not the intention of the rule that an undue item of expense should be placed on the railway, and that an undue expense would be entailed if the railway was required to equip the subdivision in question with switch lights and keep these lighted because one train happened to be running over the line a few hours after dark.

In a later communication from Mr. Hall, the same point as to the intention was raised, it being stated that it could not be held the intention was to apply the requirements as to lights in cases where trains operated only a few hours after sunset, and also where such operation after sunset was limited to two or three months in the year; and it was further stated that no element of danger was presented by such method of operation.

Subsequent to the hearing of November 3, 1914, representations were made by the parties, the Canadian Pacific Railway Company stated that where passenger trains were not run at night, it was unnecessary to display switch lights governing freight train movements. This has reference to the statement already made by the railway that the freight trains were operated at slow rates of speed. The Grand Trunk Railway Company stated that it agreed that all switches on main tracks operated at night should be lighted, and said that instructions had been given accordingly. The Canadian Northern Railway Company stated that it had been keeping the switch lights lighted on all subdivisions where there was passenger traffic. It was, however, of opinion that this was unnecessary where electric headlights were used; and stated that it was opposed to any further extensions of the use of switch lights, and made reference to the alleged serious expense involved, it being considered that this would be a peculiarly unjustifiable burden under existing conditions.

Mr. Best, in his written submission subsequent to the hearing, emphasizes Rules 8, 9, 27 and 104. Rules 9 and 104 are referred to later. Rule 8, under the heading of "Signals," reads:

> "Flags of the prescribed colour must be used by day and lamps of prescribed colour by night."

Rule 27, under the heading of "Use of Signals," reads:

> "A signal imperfectly displayed, or the absence of a signal at a place where a signal is usually shown must be regarded as a stop signal, and the fact reported to the proper officer."

This is identical with Rule 402 which is referred to later.

Mr. Lawrence's submission, put in subsequent to the hearing, sets out in summary form what was set out at the earlier hearing, emphasizing this, and also refers to Rules 9, 104, and 27, and the definition of Target Signal.

In the hearing which took place on May 3, 1910, Mr. Murphy, in setting out the practice of the Canadian Pacific Railway Company, said that it was the practice of his company to equip all main line switches with lights, and that all branch line switches where there was considerable traffic, even if it was local, were so equipped. At this hearing, the question of the justifiability of some exemptions was raised as to two cases, viz., (1) where the train crew was making regular runs over a given sub-division; and (2) where the train scheduled to get in before dark during the greater portion of the year came in during the winter time an hour or two after dark. Mr. Lawrence, on behalf of the Brotherhood of Locomotive Engineers, said that if a man is on a regular run running on a branch line all the time, he can tell exactly where the switches are, unless there was a very bad storm or fog or something of that kind. He also said that it appeared to him to be reasonable to grant some exemptions in cases where the train arrived just an hour or two after night, and there were regular men on all the time.

In reply to a specific question of the Chief Commissioner dealing with this matter as to trains which came in before dark during the greater portion of the year, and short time after dark during a short period of the year, Mr. Lawrence said:

> "I don't think it will be necessary to light the switches. There are regular men on those lines as a rule and they know the road thoroughly, and I think in those cases there should be exceptions."

The real question, however, which is involved is concerned with the interpretation of the Operating Rules. The railways have engaged in certain practices in the matter of operating which they say are not forbidden by the rules. Reference has also been made to the intention of the rules. As this has been developed, the contention related back to the allegation that the practices complained of do not violate the rules. The rules were put in their present form after lengthy consideration and discussion. It is not to be assumed that the words of the rules were idly chosen. The rules themselves must afford their own canons of interpretation. Statements, which have been made, that, if the practices referred to are not in accordance with the wording of the rules then the rules should be amended in accordance with the practices manifestly throw no light on what the rules mean.

Rule 9 provides as follows:—

> "Night signals are to be displayed from sunset to sunrise. When weather or other conditions obscure day signals, night signals must be used in addition."

The question is raised as to whether this rule has reference to lights on switch-stands. It has been submitted by Mr. Grant Hall that the rule was not intended to cover lights on swith-stands, because it referred to fixed signals, under which definition switch lights would not fall.

A similar position was taken at an earlier date by Mr. Beatty on behalf of the Canadian Pacific Railway Company.

Rule 403 provides:

> "Lights must be used upon all fixed signals from sunset to sunrise, and whenever the signal indications cannot be clearly seen without them."

In the table of definitions, under the heading of "Fixed Signals" the rule defines a "Target Signal" as follows:—

> "A disc supported in such a way that it may stand either parallel with or at right angles to a track on which it governs movements. The indications are given by the position of the disc. At night, an additional indication is given by lights of prescribed colours corresponding to the position of the disc."

The definition of "Disc Signals" as as follows:—

> "A device consisting of a disc so supported that it may be displayed to view or withdrawn. The indications are given by the position of the disc. At night, an additional indication is given by lights of prescribed colours corresponding to the position of the disc."

It will be noted that in respect of the definitions of Target Signal and Disc Signal, the second and third sentences of the two definitions are identical.

Then, again, in the last paragraph of the Act of definitions already referred to, the following statement is set out:—

> "Whenever a fixed signal is used of any form other than those herein prescribed, the rules governing its observance will be found in the time-table."

Mr. Hall, in a communication on file, states in substance that Rule 403 may be wide enough to stand the construction that switch lights fall within the reference to fixed signals therein contained; but he considers that the reference to Fixed Signals in the rule in question is more particularly concerned with fixed signals governing the movements of trains through junctions, interlocking plants, draw-bridges, railway crossings, etc.

On reference to Rule 402, this rule reads:—

> "A signal imperfectly displayed, or the absence of a signal at a place where a signal is usually shown, must be regarded as a stop signal, and the fact reported to the proper officer."

Continuing, he says, that as in the case of the subdivisions of the Canadian Pacific which were concerned, it was not the practice to use lights on the switches referred to, therefore Rule 402 would not apply. This, however, it is manifest does not touch the question as to whether the switch targets are fixed signals under Rule 403, thereby necessitating the use of lights between sunset and sunrise.

In the hearing on November 3, 1914, Mr. Leonard, for the Canadian Pacific Railway, claimed that the railway company had an option in the matter. Rule 104 was referred to; the first paragraph of this reads:

> "The target of a switch parallel with the main track or a green light indicates the switch is set for the main track; the target at right angles to the main track or a red light indicates the switch is set for a diverging track."

In substance, Mr. Leonard's contention was that under this rule the railway had the option as to whether the indication should be given by a target or by a light. Mr. Lawrence asked how the target could be seen at night. Mr. Leonard said it was optional just the same so far as switches are concerned. Mr. Lawrence said there was a full understanding that there should be a target in the daytime and a light at night. Mr. Leonard admitted that was so in the case of fixed signals, but he said a switch light was not a fixed signal.

The question of the advantage of a switch light from the point of safety was raised in the course of hearing and various statements were made by railway representatives to the effect that it was of little value. Mr. Fritch, of the Canadian Northern Railway Company, in reply to a question as to whether the switch light was any advantage from the point of safety, said "Not to any extent. The switch light grew out of the old stub switch, but to-day you can tamper with the split switch and leave it open and turn

the light, or have it partly open, which is just as bad as to have it entirely open and the switch light show clear." This, of course, does not bear on the question of the meaning of the rules.

While questions have been raised as to particular subdivisions and as to the cost which would be involved by particular methods of operation upon these subdivisions, the question that has now to be dealt with is the interpretation of the rules, as they are, in regard to the obligations in respect of the lights on switches. The question of the expediency of the relaxation of the rules in particular cases is an entirely different matter, and is one concerning which there is no provision in the rules.

In what has been quoted, Rule 403 clearly sets out what are the obligations in regard to lights on fixed signals. Does a switch light fall within the wording of this rule? The definition of Target Signal is one which is no doubt not limited to target signals on switch-stands alone, but it is clear that it includes such signals. The target signal on a switch-stand is supported in such a way that it may stand either parallel with or at right angles to the track, and it is equally clear that it has a governing effect upon movements on the track with which it either stands parallel or at right angles to.

Rule 104 has been referred to as showing that it is optional with the railway as to whether there shall be a light; but in view of the statement in the last sentence of the definition of Target Signal, viz., "at night an additional indication is given by lights of prescribed colours corresponding to the position of the disc," and the reference in Rule 403 to the necessity of lights on fixed signals being used from sunset to sunrise, it does not appear to be necessary to pursue the matter any further as to whether there is an option under Rule 104 or not.

Circular No. 81 referred to main line switches. Some question was raised as to the distinction between main line and branch line movements. The Canadian Northern, in a submission made by it, said that technically Circular 81 covered only main lines, not branch lines, but that they had not taken advantage of this.

The wording of the Circular should be amended by substituting the words "main track" for the words "main line." Rules 87 and 88 refer to main track, not to main line. By the definition contained on page 8 of the Rules, main track is distinguished as follows:—

> "A track extending through yards and between stations upon which trains are operated by time-table or train order, or the use of which is controlled by block signals."

The obvious intention of the Circular was to deal with the running track irrespective of whether this was on a branch line portion of the system or a main line portion of the system.

What has been said will serve to make clear the meaning of the words as they at present stand.

There has been set out at length the representations made as to there being justification for exemptions. In the hearing on November 3, 1914, Mr. Lawrence, who, as has been indicated in the earlier hearing, acquiesced in the position that some exemptions might under some conditions be justifiable referred again at page 5297 of the evidence to what had taken place in the former hearing in this regard.

As has been pointed out, what the Board is now concenred with is what do the rules mean in regard to the points in question. The rules, as they stand, do not provide for the special conditions which, it is urged, justify certain exemptions from them. Whether there is justification for the exemptions, or any of them, is a matter which cannot be dealt with in terms of a general rule of the Board. If the matter is to be dealt with at all, each case must be dealt with on its merits, after application received specifically setting out the exemptions asked for and the reasons therefor. Opportunity would at the same time have to be afforded the parties interested to make their submissions.

Chief Commissioner Drayton and Assistant Chief Commissioner Scott concurred.

SESSIONAL PAPER No. 20c

CUNEO FRUIT AND IMPORTING COMPANY V. GRAND TRUNK RAILWAY COMPANY RE ALLOTMENT OF SPACE AT FRUIT MARKET.

Judgment, Chief Commissioner DRAYTON, June 23, 1915:

This case concerns the complaint of the Cuneo Fruit and Importing Company, Limited, of Toronto, Ont., in respect of a discrimination alleged to have been practiced by the Grand Trunk Railway Company.

The Complaint originates by a letter of Messrs. Denton, Grover & Field, of March 16, 1915, which in part reads as follows:—

> "Our client has its head office at 67 Colborne street, Toronto, and has a very large business in importing, selling, and distributing fruit from various parts of the world. The freight charges paid to the Grand Trunk Railway last year would probably approach pretty well on toward $40,000.
>
> As you are aware no doubt, the Grand Trunk Railway has a fruit market in the old Western Railway Station, at the foot of Yonge street, Toronto, stalls or rather sections of which it leases to its favourite customers who are in the fruit business to the exclusion of at least one other fruit dealer, that is our client.
>
> Canadian fruit, during the summer season, comes into this station for the benefit of those, who have leases in the fruit market from the railway, and these dealers obtain the fruit fresh from the cars, expose it to retail dealers in this fruit market and deliver it direct therefrom to the purchasers. This is the only railway fruit market in Toronto, and therefore, none but those who have sections therein can carry on business in Canadian fresh fruit. Much of the Canadian summer fruit is the most perishable of merchantable commodities, and must reach the consumers almost the day that it is gathered.
>
> The same fruit market is used rather earlier in the season for the same perishable fruit from the United States. Some of the perishable fruit, and including some vegetables, comes in packed in ice, and no wholesale merchant can deal in the same, unless he has an opportunity of doing so in the fruit market.
>
> Our client is, therefore, by its exclusion from the fruit market, unable to deal in the summer fruits of the United States, and the summer fruits at a little later season from the Canadian orchards.
>
> By a system of promises never implemented by effort of any kind, the Grand Trunk Railway officials have prevented our client from obtaining any space in the fruit market, and our client is, therefore, shut out in Toronto from the Canadian fruit business.
>
> Interviews have been had by our client with the Grand Trunk Officials. Such interviews were always most pleasing in the promises that the officials would give. Letters, too, have been written by these officials, intimating how desirous they are of giving our client an opportunity of sharing the facilities at the fruit market. Five years have now passed since these promises were first made, and for five successive years the promises have been reiterated. The allegation is always the same, and that is that there are no vacant sections. Several vacancies have occurred in the stalls during the five years, and notwithstanding the promises made by the officials of the Grand Trunk Railway, these stalls are immediately filled by others who are friends of the railway.
>
> Our client, and we share in its views, considers that it has been unfairly treated, and has been prohibited during all these years from sharing in the early United States summer fruit trade, and in the Canadian summer fruit trade, during the summer months at the Toronto market.
>
> "..... Probably the Grand Trunk Railway Company are in a position to explain something about the Toronto Wholesale Fruit and Produce Association, if such an association still exists."

The reply of the Railway Company received by the Board on April 13, is as follows:—

"It would not appear that the complaint is one with reference to facilities which the company is bound to provide under the Railway Act or which would come within the jurisdiction of the Board. Subject, however, to that objection we have no disinclination to explain the state of affairs to the Board and the complainants.

The Grand Trunk have for years assigned the old Great Western shed at the foot of Yonge street to the fruit traffic. Originally, only the northern portion was used, but the growth of the business, and the demand from time to time on the part of the occupants for additional space, finally rendered it necessary to utilize the northern portion as well as that of the south side of the tracks. A flat rate of 10 cents per square foot is charged to each occupant for the space occupied.

The space has been allotted so far as possible to the different dealers and on the opening of each fruit season, say, around May 15, or June 1, has been re-allotted to the occupants of the previous year, although generally speaking, not without considerable friction through the constant clamouring for additional space on the part of those in occupation.

Since Cuneo & Company originally made application to us ,it appears that other firms have obtained space by transfer of that held by the then existing occupants, but these transactions have represented arrangements made direct between the holders and the applicants, and not with any knowledge of the Railway Company. As a matter of fact, the consent of the Railway was really unnecessary, having in view the fact that the space occupied was not under lease arrangements. In this respect, however, it is submitted that the Railway Company did not in any way practice discrimination, as had Cuneo & Company made arrangements either by lease or purchase for the transfer of the business conducted by any of the occupants, there would have been no objection on the part of the Railway Company to their taking possession of the space assigned to such firm in the shed.

"The reference to the nationality of a firm, is a feature in which the Railway Company is not concerned, the patronage of any foreign interest being equally as valuable to us as others, and appreciating the extent of the business of the applicants, we desire to afford them the same privileges and facilities as we do any other patron, consistent with our ability to do so.

"The Railway Company regrets its inability to meet the requirements of the fruit trade as a whole, but the proposed readjustment of the terminals, has for the time being, set aside the possibility of any re-construction of the existing facilities for the handling of fruit.

"The company has no knowledge whatever of a Toronto Fruit Association, in respect to any connection such an organization may have with the operation of the Yonge Street shed."

The case was heard at a Sittings of the Board held in Ottawa on April 20, 1915, judgment being reserved, to enable Mr. Denton, who appeared for the complainant, to file an argument on the question of jurisdiction.

I first deal with the facts.

The railway company's contention as to the manner in which space is allotted is that the space has been re-allotted each year and that the requirements of the former lesses were always first considered, and that these requirements exhausted all the available space; and that while, since the request of the applicants for space was first made new firms have obtained space, as a matter of fact, they only obtained it by transfers to them from the former occupants, the company, in such instances, considering them as substitutes for the old tenants.

In the letter, however, of the fruit company filed since the hearing of date May 1, 1915, that company points out that the railway company, in its letter of April 12, stated that originally only the northern portion of this shed was used, the fruit company alleges that this was the condition when their first application was made five years ago, and that since the date of their application space has been granted in the formerly unused section to no less than eight firms, which are set out by name by the fruit company.

The railway company has not in any way answered this allegation; and I find as a fact that the railway company have, since the first application was filed by the applicant fruit company, rented space to others which the railway company could, had it chosen so to do, have rented to the applicants.

Mr. Laure, the former manager of the company, gave evidence at the hearing as to the use to which the shed in question is put.

He states:—

> "The position is simply this, Mr. Chairman: The whole of the fruit trade of Toronto is centred in that one spot, the wholesale fruit trade. The whole of the cars run into that spot.
>
> "By the arrangement the Grand Trunk have made with the commission merchants of Toronto, numbering, I think, 17, they have been granted the facilities of not only unloading but also selling on this spot. The spaces are not partitioned off but they run from post to post along the building, and they put up their signs there and offer the fruit for sale.
>
> "I joined the company in 1910, the year they started. We went down and viewed the space, and I must say we received the utmost courtesy from the Grand Trunk. They said to us at once, you are too late for it this year, but we shall have great pleasure in granting you space next year.

The Chief Commissioner:

"Q. You have been carrying on business, although you have not got in there?—A. For five years.

"Q. And to what amount or to what extent have you been carrying on business?—A. I suppose our turn-over is about a quarter of a million.

"Q. That is quite a large business. Did you get that in Toronto?—A. That is in Toronto.

"And how did you manage, how did you handle your wholesale shipments?

—A. We had to go on the track and unload the stuff on the track; go down and get hold of the cars and bring them from the fruit market to the track. Naturally that discriminated against us.

"Q. Naturally the buyers do not want to go down to the track?—A. No, we have to give a concession to them to get them to come down.

"Q. Your difficulty is then, as I understand you, that the other point being the general point for delivery, the buyers are all collected there and you lose money in getting the buyers to go down to the outside place?—A. Exactly. That is the whole trouble.

"Q. Is your business entirely in car lots—A. Largely in car lots, but we split a great many up of course.

"Q. That depends on the buyers?—A. Depends entirely on that.

"Q. Then you sell what you can out of the car and then you have to be at the expense of taking what is left to your warehouse instead of puting it off at the adjacent spot?—A. Yes.

"Q. In addition to that one man has his buyers right at the fruit market, while you have to go and drum them up?—A. Yes, that is right. The whole of the market there early in the morning is surrounded by the carts and wagons

of the different customers of the wholesale fruit sellers. They do not want to go three-quarters of a mile up the track to fetch our fruit. They say no, unless there is a concession it is not worth our while to go that distance.

"Q. Where abouts are your cars usually spotted?—A. Placed, do you mean?

"Q. Yes?—A. They are placed usually, sometimes just outside, sometimes up to Bay street, and sometimes even beyond Bay street, sometimes further towards the east.

"Q. The nearer they are to the market the better for you?—A. Yes.

"Q. And when you say you sometimes get them just outside the market, why is it you do not always get them there?—A. There is always the possibility of shunting operations. They cannot be always at the same spot.

"Mr. CHISHOLM: You get them there quite often, though, between Yonge and Bay and between Yonge and Scott?—A. Oh, yes."

The railway company, in its further submissions made since the hearing, claims that, on taking the matter up further with the officials, it found that it would be quite impossible to make arrangements to supply the complainant with accommodation; that the fruit is not all handled through the fruit shed; that a considerable portion of it is taken delivery of from the cars direct on the Esplanade between York and Cherry streets, a distance considerably less than that mentioned by Mr. Laure, who the company state claimed that he very frequently had to go three-quarters of a mile for his goods; that it is estimated that there is not 5 per cent of the fruit and vegetables handled in Toronto taken care of through the shed; and the company states that, on July 30, when fruit shipments run heavily, out of 35 cars of fruit going in, 32 care were handled on the outside and only three in the shed; and, on July 31, out ou 46 cars, 44 were handled outside and two in the shed,—the figures in each instance not including express cars, which were handled through the shed, but which were stated, in any event, not to exceed 5 or 6 cars a day.

The answer of the fruit company on this head very clearly shows the real issue in the case.

> "We were most careful in stating that the G.T.R. Co. placed the cars on track as conveniently as the exigencies of switching would permit and it was only in answer to questions by the Commissioners that the statement was made that longest distance apart would be about three-quarters of a mile, which is substantially correct. This, however, was not the point at issue, as the Commissioners readily recognized, and it is only drawing a red herring across the track to bring it up, *the inquiry being instituted to discover why we alone of the wholesale importing fruit houses of Toronto were persistently shut out of the facilities of the fruit shed, or, in other words, of the actual wholesale fruit market of the city,* while others with an infinitely smaller trade were admitted after our application was on file.
>
> " . . . Without going into the question of the percentage handled by them inside and outside the shed, they keep in the background the fact, of which any of their officials connected with the Yonge Street freight depot are aware, that if 5 per cent only is *unloaded* out of cars in the shed, 95 per cent of the fruit arriving in Tornoto while the fruit shed market is open (June to October) *is sold right in that shed;* that all the buyers are congregated there; . . . It is self-evident that practically the whole of the wholesale importing fruit business is done there during these months; the fruit from the cars unloaded outside on the track being carted right into the shed as requirements demand, or sold ex-car on samples shown in the shed."

It is entirely clear that, so far as these submissions of the applicant are concerned, its whole complaint rests on the fact that it has been unable to lease space from

the Grand Trunk in the fruit shed. The case is not one based on any alleged lack of railway facilities as usually understod. The one and only question open for consideration appears to be whether or not the railway company was bound to provide the applicant with space in the fruit shed.

While, undoubtedly, notwithstanding the fact that the Applicant Company appears to do a very large business, it has been inconvenienced and prejudiced in the sale of its fresh fruits, I am, nevertheless, of the opinion that no one has a legal right, apart of course from any question of contract, to *demand* leases, or any particular space in the property of a Railway Company.

At the hearing, it occurred to me that the issue was covered by the decision in the Twin City Transfer Co. vs. Canadian Pacific Railway, 15 C.R.C. 323; and judgment, as already noted, was reserved to give Mr. Denton an opportunity to distinguish between that authority and this case.

Mr. Denton, in his argument at the hearing, relied on Sections 284, Subsections (*a*) and (*b*), and 317 Subsections 2 and 3 of the Railway Act.

With reference to the Twin City case, in the subsequent written submission, he says:—

> "However, that decision was given under another phase of the Railway Act. It dealt with the question of passenger traffic, while sub-clause (*b*) of Subsection 3, of Section 317, of the Railway Act, applies to the question of freight only."

Mr. Denton then proceeds as follows:—

> "The Grand Trunk Railway System does make a difference in treatment in the receiving, loading, forwarding, unloading and delivery of goods of a similar character, in favour of other persons in the Yonge street fruit market against our client, Cuneo Fruit and Importing Company, Limited, and the Railway System also subjects our client to undue and unreasonable prejudice and disadvantage.
>
> The Toronto fruit market, at the foot of Yonge street, is a very large building. It formerly was a railway station. It is not a large building for a railway station, but it certainly is a very large building for a fruit market. All the ground floor of this market is built on a level with the platform of the standard railway freight and express cars, and an opening is cut in this floor, starting at the west end, at the Yonge street entrance, and running about three-quarters of the way eastward through the station, to permit many freight and express cars to come into the market. When the doors of the express and freight cars are opened, all of the crowd of people, who come to purchase, can go through all parts of the station on the same level, and through the cars, and examine the goods in the cars. Accordingly they can do their purchasing at the doors of the cars, and in the cars."

"Traffic," the question dealt with by Section 317, is defined by the interpretation clauses of the Act (Section 2, Subsection 31) to mean the traffic of passengers, goods, and rolling stock.

Under the Act, the statutory duties of the Railway Company to furnish facilities relate, in so far as the terminal station is concerned, merely to the unloading and delivery of the goods, and do not include facilities for their sale—the real question at issue.

If there is no statutory duty then to provide facilities for selling, can it be said that the Railway Company, because it has chosen for a certain remuneration to supply certain dealers with facilities, for the sale of produce and the conduct of their business, that it is subject to a charge of discrimination, because it does not in like manner supply others? In other words, does the accident that the Railway Company happens

to be the owner of this fruit shed, instead of a person or company entirely unconnected with transportation, enlarge in the slightest the legal right of the Applicant Company to carry on business in it? I think not. I am still of the opinion that property owned by a Railway Company is absolutely its property, subject only to those duties, obligations, and servitudes to the public created either by its charter or by the Railway Act. The shed in question at one time was used as a passenger station. It was no longer required for that purpose but another station has been substituted for it. The Act itself specially authorizes companies to discontinue any of their works and substitute others. In so far, therefore, as the so-called "fruit shed" is concerned, until it becomes necessary for the Board, by Order, to direct the use of that property for some special railway purpose, it seems clear that the position of the Railway Company is simply that of any other corporate land-owner.

Discrimination may or may not fall within the provisions of the Act. The Act, as it has always been interpreted by the Board, only forbids discrimination when it is undue or unreasonable. In *re* Western Tolls,, 17 C.R.C. 123, pp. 148 to 156.

As I read the Act, before it can be said that a discriminatory practice is unlawful, not only must it be undue and unjust, but it must be practised with reference to some act or practice of the railway company in the discharge of or in connection with its obligations to the public as a common carrier.

It is impossible to say under the Act, as I construe it, that a railway company any more than any other land-owner is guilty of the offence of discrimination under it, with reference to the manner in which it may lease space in an office building it may own, or shops, or stalls in its stations, or again, space in this fruit shed notwithstanding the fact that tracks run into it.

By the use of so-called industrial spurs many shippers enjoy facilities which others do not. The industrial spur is also a facility specially recognized by the Act, but so far it has never been suggested that any railway giving these privileges to shippers in close proximity to its line discriminates against others carrying on business without such advantage, although in competition with shippers who enjoy it.

In addition to the authorities cited in the Twin City Case, reference may be had to Perth General Station Committee *vs.* Ross, 1897, A.C. 479. In this case, the porters of hotels had been allowed the full privileges of the station. These rights, as practised, were curtailed, as alleged by the respondent Ross, solely in view of the fact that the Station Committee had opened an hotel of their own. Lord Halsbury, at page 482 says: –

> "But I am of opinion that the station is absolutely the property of the railway company, and that the rights of the railway company are just as absolute in the first instance as those of any other proprietor."

And Lord Watson, in judgment giving effect to the legal position of the Station Committee, on page 486 says:—

> "The real and only question in the case, namely what legal right has the respondent to use the general station at Perth without the leave and against the will of its proprietors?"

I also refer to Barker *v.* Midland Railway Company, 18 C.B. 46.

The Board is not concerned one way or the other with the question of a local sellers' combination on the one hand or with a United States fruit trust on the other. Other tribunals have complete jurisdiction to deal with such questions.

Although the fruit company in its evidence made out no case for lack of facilities under the Act, the Board had its Chief Operating Officer look into the question of facilities. He reports:—

> "The railway compay furnishes track facilities for unloading and reloading carload shipments between Church and York Streets, having trackage there to accommodate 96 cars. This has proven sufficient."

It should be pointed out that the whole traffic in question, so far as the railway company is concerned, is in car lots.

The findings of fact show that the applicant company has not carried on its business as advantageously and profitably as if it had been able to acquire space in the fruit shed. The legal findings I have felt compelled to make cover questions as yet unpassed on by the Supreme Court, and should the applicant so desire a case will be submitted to that court raising the legal questions considered herein.

Reported in 18 Can. Ry. Cas. 414.

THE WORLD NEWSPAPER COMPANY OF TORONTO *v.* GRAND TRUNK RAILWAY COMPANY *re* TRAIN SERVICE.

Judgment, Chief Commissioner DRAYTON, June 25, 1915:

The World Newspaper Company, of Toronto, complain that the Grand Trunk Railway Company has advised them that the train service which that company has hitherto afforded that company will be withdrawn on the 27th instant.

The complaint shows that for some time previous to October 10, 1914, the three Toronto morning papers, *The Globe, The Mail,* and *The World,* sent their newspapers to Hamilton and London on a special train by the Grand Trunk, this train being known as "The Flying Post." This service is said to have cost the newspapers $6,000 a year. The complaint further shows that about June, 1914, the papers were notified by the railway company that it would be necessary to increase the cost of the train to $12,000 a year. The applicant withdrew from the train, but *The Globe* and *The Mail* continued the service, paying $6,000 each a year for it.

Besides "The Flying Post," the Toronto newspapers used another special train to Hamilton, which left an hour later than "The Post" and served Hamilton with a later edition of the morning papers. This train also cost the papers $6,000. Both *The Globe* and *The Mail* withdrew from this latter service last winter, with the result that *The World* has since been at the whole cost of $6,000 in maintaining the later train.

The notice the applicants have now received from the railway company shows that, as a result of the rearrangement of train service, the railway company proposes either to discontinue the later train, the only one now used by *The World,* or charge $58 for the daily service. A very large increase over the former.

The applicant company then applied for transportation on "The Flying Post," and state that they were advised by the railway officials that that train was controlled by *The Globe* and *The Mail,* and that application must be made to these companies. No arrangement has been made between the three companies.

The railway company in its answer in part states:—

> "In the existing and previous time cards there was an unbalanced engine and crew movement at Toronto, that is, an additional eastbound movement into Toronto over the westbound, necessitating the return to Hamilton of an engine and crew light, sometimes with freight, in order to take out the regular passenger train from Hamilton the next day. The utilization of this deadhead movement for the newspaper service assisted us in making the low rate of $500 per month, which is less than 50 per cent per mile one way, the return movement being made with regular passenger train.
>
> "Effective with the change in time card, June 27, our train service has been adjusted, in the interests of the public, by our passenger department, resulting in there being no unbalanced movement of power between Hamilton and Toronto and therefore this deadhead engine and crew is no longer available, of which fact we notified *The World* and stated that if they wanted this train continued

we would have to charge them $1.50 per mile, or $58 per day, as the movement would require payment for mileage in both directions and there was not a light engine moving west available for the service.

"Obviously we could not continue the service at the old rate, which was less than half the cost of the movement of the special train between these two points.

"Special baggage-car service to London on train No. 75, "Flying Post," is now furnished under special arrangement to The *Globe* and *Mail and Empire*, which enables us to balance our eastbound train service as to equipment. The rate of $12,000 per annum we have considered a fair charge, based on the special baggage-car service they enjoy. We have no objection to *The World* using this train to Hamilton upon their paying daily at the tariff rate, including return service, for another baggage car to be run for their exclusive use, similar to the exclusive baggage-car service now furnished the other two papers. This charge would amount to $22 per round trip to Hamilton."

No details are filed with the Board as to service enjoyed by *The Globe* and *The Mail* or the charge made under the contract; but I assume that Mr. Chisholm in his letter referring to "tariff of rate" refers to the tariff rate charged these newspapers for service on "The Flying Post." I can see no reason why *The World* should not receive similar treatment.

Owing to the fact that it is necessary that action should be immediately taken, the Board has not now an opportunity of going at length into the matter; but an order will go directing the railway company to give the applicant company service on "The Flying Post," as suggested in Mr. Chisholm's letter on behalf of the railway company, at the rate of $22 per round trip, as therein quoted, which will make the cost to *The World*, under the new arrangement, six thousand eight hundred dollars, as against the cost which it would have had if compelled to retain the present service as advised by the railway company of eighteen thousand odd dollars.

The Globe and *The Mail* have not, of course, had an opportunity to make any representations to the Board, and the order now made is subject to alteration on application by any of the parties interested, and after hearing has taken place.

RE RATES ON GRAVEL.

Judgment, Chief Commissioner DRAYTON, July 5, 1915:

The issue in this case concerns the movement of gravel to points in the Counties of Lambton, Kent, Essex and Middlesex, from Sarnia, Courtright, Rondeau and Leamington, as well as movements from other water points.

The question was first brought to the attention of the Board at the instance of Mr. J. E. Armstrong, M.P., who desired that low commodity rates should be extended by the Companies to the movements of gravel, so as to enable the many municipalities affected to proceed with the work of general road improvement at a reasonable expense.

Gravel moves under the Freight Classification as 10th class, but takes a special mileage rate of 2½ cents a 100 lbs. for distances up to 10 miles; 3 cents for distances over 10 up to 20 miles; 3½ cents for distances over 20 up to 30 miles; 4 cents for distances over 30 up to 40 miles; 4½ cents for distances over 40 up to 50 miles; 5 cents for distances over 50 up to 60 miles; 5½ cents for distances over 60 up to 70 miles; 6 cents for distances over 70 up to 80 miles; and 6½ cents for distances over 80 up to 90, miles. For distances over 100 miles the rate, of course, is scaled on; but, owing to the length of haul for the movement contemplated, it is unnecessary to consider the rates for greater distances.

The Board required the Companies to propose commodity rates as requested by Mr. Armstrong; and under the proposition that the Companies then made, gravel

could move for distances up to 10 miles at 2 cents; up to 20 miles, 2¼ cents; up to 30 miles, 2½ cents; up to 40 miles, 2¾ cents; up to 50 miles, 3 cents; up to 60 miles, 3¼ cents; up to 70 miles, 3½ cents; up to 80 miles, 3¾ cents; and up to 90 miles, 4 cents.

These rates were unsatisfactory to Mr. Armstrong and the different Municipalities he represented; and Mr. Armstrong made application for rates based upon a gross return to the Companies of 1 cent per ton per mile.

The application was heard at a sittings of the Board held in Petrolea.

At the hearing, Mr. Armstrong, in developing the case, made the great public necessity of improving the highways in the interested counties abundantly clear, as well as the great corresponding benefit that good roads would mean, not only to the farmers in the first instance using them, but also to all kinds of industry, including the railways.

The proposed rates were sought to be justified by comparison of rates on other commodities which the railways themselves had granted, and also on the results of railway operation expressed in the per ton mile rate, as shown by Governmental statistics.

Mr. Armstrong showed that the municipality could buy gravel from the Caldwell Stone & Gravel Company delivered either at Point Edward or at Sarnia at a rate of 35 cents per yard; for Courtright delivery, 40 cents; for Wallacebury delivery, 50 cents; for Chatham delivery, 75 cents; and for Windsor delivery, 90 cents. The Wallaceburg price would seem to be entirely out of line with the Windsor price; and, in view of the difference of the rates at both points, Courtright and Sarnia would seem to be the two shipping points that could be the more economically taken advantage of by the municipalities.

Cheap gravel is also obtainable at Rondeau and at Leamington.

The commodities referred to, and which Mr. Armstrong instanced as having low rates, were manure, coal, cement and hay. Emphasis was laid on the fact that the rate in the case of all these different commodities on the movements given was less than 1 cent a ton per mile.

Mr. Armstrong also read into the record statistics for the year ending June, 1914, as follows:—

Canada Southern Railway, revenue per ton per mile	0·625 cent
Intercolonial Railway, revenue per ton per mile	0·600 "
Canadian Pacific Railway, revenue per ton per mile	0·753 "
Grand Trunk Railway, revenue per ton per mile	0·687 "
Grand Trunk Railway (Canada Atlantic), revenue per ton per mile	0·598 "
Grand Trunk Pacific Railway, revenue per ton per mile	0·641 "
Canadian Northern Railway (in Quebec), revenue per ton per mile	1·227 "
Canadian Northern Railway (outside of the province of Quebec), revenue per ton per mile	0·749 "

These freight statistics are obtained as a result of calculations covering the total movements of all freight on the railways in question; and as gravel, rated as it is in the 10th Class, belongs to the group of commodities representing the lowest earnings, Mr. Armstrong's argument was that in any event it would not be unreasonable to apply to gravel rates yielding 1c. per ton per mile, that being a higher rate than that which the statistics show to be the average of the whole.

Consideration of the usefulness of these ton mile earnings as a basis on which to predicate rates becomes necessary.

Of all the companies whose statistics are given, probably the one doing at the present time the most unsatisfactory business is the Canadian Northern, in so far as its Eastern lines are concerned. The System is new, is as yet uncompleted, and has not a worked-up or balanced traffic. Nevertheless, its earnings as expressed in return of tonnage per ton per mile are the greatest of those submitted. This apparent anomaly

disappears when it is realized that before the ton per mile rate can be any index at all, the tonnage moved must be in the first instance of sufficient volume, and in the second instance the hauls must be of sufficient length to insure proper remuneration.

The Canadian Pacific is often regarded as a line with a well balanced traffic and obtaining good returns. Its return, however, of ·753c. per ton per mile looks small as compared with the operations of the Canadian Northern in Quebec, resulting in a rate of 1·227c. On its face, the return to the Canadian Pacific is but little over $\frac{7}{12}$ths of that enjoyed by the Canadian Northern in Quebec, while the fact is that the lower rate is the result of a really remunerative operation on the one hand against an undeveloped operation on the other.

It is fundamental that the rate per ton per mile decreases as the length of the haul increases, with a result that the rate per ton per mile on a long haul of a high grade commodity carrying a high Classification, might be lower than the rate per ton per mile on the commodity taking the lowest rating moving but for a short distance.

This apparent anomaly is due, of course, to the fact that on a short haul the terminal expenses, which have to be added to the road haul, and which are comparatively constant, very largely increase the rate when expressed by miles.

It has been shown, so far as the Canadian Pacific is concerned (and the results of other companies only differ in degree, depending on terminal operations and road haul on the one hand, and volume of traffic on the other), that 35 per cent of the general transportation expenses are terminal expenses. The average revenue as returned to the Government of ·753c. is, of necessity, based on the average haul, which has been shown to be 380 miles.

Mr. Moule, the Statistician of the Canadian Pacific, in another case showed that while of the transportation expenses 35 per cent were terminal expenses, that an estimate based on the engine mileage of the company showed that 15 per cent of all their expenses would be assigned to terminals, with a result that approximately 28 per cent of all the company's expenses were terminal costs, the company's earnings per ton per mile being, as was shown, practically 7½ mills.

These earnings, assigning them in the proper proportion as between terminal service and rail haul as fixed by the expenses, result to the company for road haul in 5·4 mills, and the balance, 2·10 mills, for terminal activity. Based on this 380 mile haul, the company averaged a return of $2.85 for every ton of freight moved, and of this sum 80 cents represents terminal operation. The result, therefore, is that on the characteristic average Canadian Pacific Railway road haul rate as applied to hauls differing in length from 50 to 400 miles, a haul of 50 miles gives a ton per mile return, based on the terminal return of 80 cents, and the portion of the earnings attributable to road haul, of 2·14 cents; for 100 miles, 1·3 cents; for 200 miles, 0·9 cents; for 300 miles, 0·8 cents; for 400 miles, 0·74 cents. A rate per ton per mile of 1 cent for a haul of only 50 miles in length, would not cover the average terminal earning.

As instancing the high rates on road material, Mr. Armstrong quoted the Grand Trunk rate from Guelph to Petrolea of 8 cents per 100, or $1.60 per ton, for a distance of 124 miles. This movement represents a return of $1.29 per ton per mile. From St. Marys the rate is 6½ cents, or $1.30 per ton, for a distance of 74 miles, equivalent to a rate of 1·56 cents per ton per mile. As compared with the Canadian Pacific rate for 100-mile movements, 1·3 cents including as it does all classes, this rate would seem to be high for a low grade commodity.

As stated by Mr. Armstrong, there are specially low manure rates out of Toronto. These rates have been in the past justified on the ground of the necessity of getting rid of the material from the centre and bringing it to farming districts, which otherwise would not be properly cultivated, and the benefit to the railways of the return loads of fruit from orchard districts, which otherwise would not have been enjoyed.

The railways have recently made application to have these rates raised, alleging that they are unremunerative. They are blanket commodity rates and are not at all

of necessity related to the length of the haul. For example,—the special commodity rates from Toronto to Stoney Creek, a distance of 46 miles, is 3¼ cents, and the rate is exactly the same to Beamsville, a distance of 60 miles. The rate to a greater distance of 83 miles, the maximum distance covered by the movement, that is to the Falls, is only 3 cents.

As rates, manure rates are out of line and were never rates which appear to have been properly scaled. It may be obesrved, though, that a rate of 3¼ cents to Stony Creek gives a per ton mile return of 1·41 cents, and the rate to Beamsville 1·09 cents per ton per mile, yielding in each instance a higher rate than the rates would yield which are now asked for.

I should also observe that those interested in the manure movement claim that the rate is really much higher, owing to the fact that the possible minimum loading of 30 tons cannot in most instances be obtained, owing to the condition in which the manure as received; so that the actual return to the company expressed in tons is much greater than the tariff shows.

The bituminous coal rate relied on by Mr. Armstrong, from Detroit to Petrolea, at 65 cents a ton for a distance of 76 miles, is a lower rate; but this rate again does not represent the sum of the railway activity or the railway earnings; as the coal in question does not originate at Detroit, and the rate relates back to the original movement from the mines. A like condition applies to the movement of bituminous coal from the Niagara frontier to Petrolea of $1 per gross ton for 176 miles.

There remains to be considered the hay rates quoted. Hay moves under 10th class; and the 10th class rate for a distance of over 15 miles and under 20 miles, is 5 cents. The rate is not advanced in the next 25-mile group; remaining at 5 cents.

It is quite true that a better loading could be obtained of gravel than of hay, but it may be remarked that for a movement from Sarnia to Petrolea the special mileage rate applicable to gravel, and on which gravel hitherto has moved, is only 3½ cents. A rate of 1 cent per ton per mile, assuming the distance from Petrolea to Sarnia to be 20 miles, would require the hay rate which is quoted to be reduced from 5 cents to 1 cent per 100 lbs.

The Board can not order the companies to put in an unremunerative rate, nor a rate so low as to be unfairly out of line with rates which are necessary to be maintained in order to permit the continuance of satisfactory operation of railways, due regard being had to proper consideration of the value of the commodities shipped and the service performed.

It is, of course, manifest that the 80 cents for terminal service, which is the result of the Canadian Pacific Railway standard figure of 7½ mills, has no more to do with the actual terminal costs of a low grade commodity such as gravel, loaded and unloaded as it is by the shipper, than the rate enjoyed from an average haul of 380 miles has anything to do with the short hauls in question.

It is, however, impossible for the Board to say that the rates proposed by the railways on gravel are excessive or unfair. The Board is bound to go this length before interfering with the rates which are in the first instance made by the railway companies. In its consideration of rates, the Board also cannot take into account matters of business policy and company administration. While, therefore, I felt that it was impossible for the Board to make any order, the Board has urged upon the Companies the advisability of recognizing a public interest and the benefits which would result to the companies themselves from a proper system of good roads.

The Ontario Government has also intervened, and is very desirous of obtaining extremely low rates, with a view to aiding the present campaign for good roads.

The companies are insistent that they require more revenue, and that their rate returns as a whole are inadequate and insufficient; and, in the first instance, took the position that while they admitted the need of good roads, that, in view of their present

necessities and of their present application for increase in freight rates, no concessions could possibly be made by them, as this would be construed as evidence that an increase in rates generally was not required.

The railways have been assured that no such construction will be made by the Board. Section 341 of the Act specifically provides—

> "Nothing in this Act shall be construed to prevent—(*a*) the carriage, storage or handling of traffic, free or at reduced rates, for the Dominion, or for any provisional or municipal government....."

I am glad to say that the railways now state that, regarding the question in the light of public policy and the possibility of increased railway business as a result of the added prosperity, and with the understanding that the rates offered are not to be regarded as indicating sufficient rates for similar commercial service, they will carry in the territory in question gravel that the municipalities require at a flat blanket rate of 50 cents per ton for any distance up to and including 50 miles; the rate to be a carload rate and cars to be loaded to their full stencilled carrying capacity; the gravel to be consigned to the Clerk of the Municipality and to be used for the purpose of road making; and the railway companies to be notified in advance of the number of carloads required, so that special instructions may be issued in each case.

It is anticipated that 50 miles will be the minimum haul; but should municipalities at further distances require the gravel the rate will be scaled down in the usual manner for greater distances.

It was represented that at this rate, in the more distant destricts, there would be no difficulty in proceeding with road construction; and there is no reason why Municipalities which are situated nearer the source of supply should experience any greater difficulty.

I should point out that under the Freight Classification hay takes a 3-cent rate for any distance not exceeding 5 miles. The rate which will now go into force on gravel is but 2½ cents for distances not exceeding 50 miles.

The hope is expressed that the action of the Railways will be considered by the Municipalities in the same way that it is being considered by the Board, and that the benefit to the public from road construction will more than repay the railways for the concessions they are making.

Mr. Commissioner McLean concurred.

APPLICATION OF THE BOARD OF TRADE OF MOOSEJAW, SASK., FOR AN ORDER DIRECTING THE CANADIAN NORTHERN AND THE CANADIAN PACIFIC RAILWAY COMPANIES TO ESTABLISH A TRANSFER TRACK AT ROSETOWN, SASK.

Judgment, Chief Commissioner DRAYTON, July 6, 1915:

This application has been before the Board for some time. It was last heard at a sittings of the Board held in Moosejaw, on December 10, 1914. The matter first came up on an application of shippers of Prince Albert. They were interested chiefly in lumber movements. This movement is a southerly movement on the Canadian Northern Railway from Prince Albert, passing through Saskatoon. The lumber could reach the Moosejaw territory, which shippers desire it to do, either by the Delisle, Canadian Northern Railway Branch, or by the main line, with a transfer track either at Conquest, which is on the Branch, or a transfer track at Rosetown, which is on the Canadian Northern Railway Company's main line, both these points being crossed by the Wetaskiwin Branch of the Canadian Pacific Railway.

The Applicants in this original application were indifferent as to which point was selected for transfer purposes, and a transfer track was agreed upon at Conquest, where it could be constructed at a point near the station, so that it became unnecessary to employ any additional station staff.

After some delay the transfer track was built and ready for service on July 25, 1913.

A considered judgment was delivered by the Board, on the application heard in Moosejaw, on January 29, 1915, denying the application on the evidence which was then before it.

At the instance of the Moosejaw Board of Trade and others interested, the case was reheard at a sittings held in Regina, on the 11th day of June, 1915, when further evidence was developed showing the necessity, in the public interests, of a transfer at that point. In the meantime, it had developed by written submission that the chief traffic to be served by a Rosetown transfer was coal, originating at Drumheller Mines, and the Board had taken up with the railway companies the question of the matter of a reduction of rates via Conquest, so as to make the Drumheller-Moosejaw rate one charged as if the movement had been in fact through Rosetown.

The Canadian Northern Railway Company pointed out in its answer that there was no necessity for such rates to be put in until September, when coal would move. A pressing reason for the renewed application was that, in the opinion of the Moosejaw Board of Trade, coal movement did not wait until September, but, as a matter of fact, took place before September, with a view of avoiding the grain movement.

There is no doubt that coal does move in large quantities before the harvest takes place, and that this movement is much encouraged by the railway companies, who are greatly convenienced, thereby avoiding much congestion during the grain rush, so that it became necessary that the matter should be dealt with without undue delay.

The difference in the mileage via Rosetown as against via Conquest is forty-one miles, resulting in the difference of a cheaper coal rate via Rosetown of twenty cents a ton, a matter of consideable importance, having regard to the traffic handled.

The cost of a transfer track at Rosetown is not great; $3,000 would be ample for the purpose. The operation, however, of the transfer is attended with expense, as it would have to be located at such a distance from the station as to require the employment of a special staff for the purpose of looking after it. At the present time it is against the interests of everybody concerned to add to railway costs. On the other hand, the coal traffic is now shown to be of considerable magnitude. Not only is Moosejaw interested, but all stations within a comparatively wide area north, south, east and west of Moosejaw are interested.

The possibility of the movement of grain requiring treatment, harvested along the main line of the Canadian Northern Railway Company, was also advanced. There would not apper to be any interests served, however, in providing for the movement of grain of this character to the Government elevator at Moosejaw. Such a movement would be somewhat off the direct line to Fort William, and would be more expensive, as it would in any event entail the use of the two railways. It would also be unnecessary, owing to the Government elevator at Saskatoon, which can be reached by the main line track, and where facilities similar to those in Moosejaw have been installed for the treatment of wheat. Probably more can be said about the necessities in the future for a transfer track at Rosetown for the cattle traffic. The area interested, however, in the coal traffic alone is large; a saving of twenty cents a ton is material, and at some points the saving in rates is even greater.

I am, therefore, of the opinion that a transfer track should be constructed, unless the companies file tariffs, within ten days, showing rates on the coal movement in question to the points interested as would apply to a movement via Rosetown in place of Conquest. These rates should be rates which are not only open to Drumheller Mines but to any other mines which may desire to ship over the Canadian Northern main line to Canadian Pacific stations, and must enure to the benefit not only of Moosejaw consumers, but of other points which would be affected, on a basis of rates based on Rosetown as against Conquest. Should the companies not file such tariffs,

the transfer track is to be construced within one month, then placed in operation. Should there be any dispute between the companies as to the location of the track, they must communicate with the Board and the location will be fixed at once by an engineer of the Board; detail plans to be filed.

The traffic to be benefiated is entirely Canadian Northern traffic. The transfer track will, therefore, be built and operated by that company; and leave is reserved to both companies to make such submissions as they desire on the question of the apportionment of cost, both for construction and operation.

Mr. Commissioner McLean concurred.

COMPLAINT OF REV. H. DESROCHES, OF QUEBEC, THAT HE IS CHARGED A BUSINESS RATE INSTEAD OF A RESIDENCE RATE FOR HIS TELEPHONE BY THE BELL TELEPHONE COMPANY.

Judgment, Assistant Chief Commissioner SCOTT, July 8, 1915:

In the city of Quebec the rate for a business telephone is $40 per annum; and for a residence telephone $25 per annum, with extras for desk phones, extra wiring, etc.

Prior to the 1st January last, Rev. Father H. Desroches, the parish priest of Notre Dame de la Garde, had a telephone in his residence which was described in the telephone directory as "Presbytere, Notre Dame de la Garde." For this service he paid $25 per annum, plus $2 extra for a desk phone. On the 18th November, 1914, he was notified that his rate would be increased to the business rate of $40 per annum on the 1st January, 1915.

The complainant contends that he should not be charged a business rate and asks that the company be ordered to continue his service for the residence rate. The notice that was served on the complainant by the local manager of the Bell Telephone Company in Quebec, dated November 8, 1914, contained the following paragraph, which has been translated from French into English:—

> "We have been informed that under the Railway Act we must under circumstances and conditions materially identical, charge uniform telephone rates to everybody; and that in consequence it is not advisable to continue charging the reduced rates you have been enjoying in Quebec."

The contention of the company, contained in a letter to the Board from its general counsel, dated June 9, is as follows:—

> "That the question as to whether or not the business rate is asked depends not so much upon whether the subscriber is a clergyman but upon whether the telephone is located in the sort of place from which it is obvious that the administration or business of the church or parish is carried on. In other words we endeavour to apply the same principles as govern us in deciding whether or not the telephone of a layman is liable for the business rate. For instance, if the telephone is in the vestry or parish house of the church, or presbytery of the parish, or other similar place, we ask payment of the business rate, but we do not do so where the telephone is so situated that it is clearly installed only for personal use, such as where there is one telephone at the church, and another telephone at the clergyman's residence, nor do we ask such of the parochial clergy as have not the secular administration of the parish in their hands to pay the business rate."

Rev. Father Desroches' telephone is in his residence and is used by his housekeeper for securing supplies for the house. It is also used by Rev. Father Desroches in connection with the affairs of his church and by those who wish to speak to him about the affairs of his church. From the evidence, it appeared to me to be practically the same use that any clergyman of any denomination in charge of a parish would make of a telephone in his residence. Rev. Father Desroches is liable

to be called on his telephone to visit the sick of his parish, or to arrange for a wedding or funeral service. This seems to me to be the use that might be made of a telephone in any clergyman's residence. It was contended by the company at the hearing that Rev. Father Desroches' case was somewhat different from others, because the telephone was in the name of the presbytery and not in his name personally. I do not see that that makes any difference. A presbytery is the residence of a clergyman in charge of a church, and has the same meaning as manse or rectory.

It is not necessary to decide the point raised by the company, already quoted from its counsel's letter of the 9th June, that the use made of his telephone by Rev. Father Desroches is really a business use, because in my opinion the equality clauses of the Railway Act have been violated in this case. On the question of the business use of a clergyman's telephone, I would like, however, to point out in passing that unlike other professional men, or business institutions, a clergyman in no way depends on the telephone for the remuneration he gets from his parishioners for his support. If Rev. Father Desroches' telephone was taken out, it would doubtless cause him some inconvenience, but it would not result in any financial loss to him. He would get exactly the same remuneration from his parish as he would get were the telephone maintained in his residence.

Section 315 of the Railway Act, which applies to the Bell Telephone Company, requires that all tolls shall always, under substantially similar circumstances and conditions, be charged equally to all persons at the same rate. The notice that the company's manager in Quebec sent the applicant last November shows that he was well aware of this provision of the statute.

I have gone over the Bell Telephone Company's list of subscribers in the city of Quebec. I find that approximately 47 clergymen of all denominations have telephones. Of this number 17 pay the residence rate, and a number of the 17 are in charge of churches and are similarly situated to the complainant.

I have, therefore, come to the conclusion, that the circumstances and conditions of the use of the applicant's telephone, and the use of the telephones of a number of other clergymen in Quebec, who only pay the residence rates, being substantially similar, the company erred in changing the rate of the applicant's phone to the business rate in January last. The applicant is entitled to get a telephone at the residence rate and should get credit for any amount he may have paid since January in excess of that amount.

Reported in 18 Can. Ry. Cas. 322.

Mr. Commissioner Goodeve concurred.

KETTLE VALLEY RAILWAY COMPANY AND CANADIAN NORTHERN PACIFIC RAILWAY CROSSING AT HOPE, BRITISH COLUMBIA.

Judgment, Chief Commissioner DRAYTON, July 9, 1915:

In this case, an application was made by the Kettle Valley Railway Company, under Section 227 of the Railway Act, for authority to cross with its tracks the right of way of the Canadian Northern Pacific at Hope, B.C.

The application, although opposed by the Canadian Northern Pacific, who urged that an overhead crossing should be constructed by the Canadian Pacific, was granted on the usual terms, interlockers to be installed and a plan of the interlockers to be approved by the Board's Engineer. The rights of the Canadian Northern Pacific, as a senior road, to be given effect to. Order No. 23180 was accordingly issued, authorizing the crossing and providing for protection by an interlocking plant with details.

Subsequently to the hearing, Mr. Beatty made application for temporary approval of the crossing, pending the construction of interlockers, the approval to be for construction purposes only, and to stand for six months.

The Canadian Northern Pacific stated that it had no objection to the temporary order being granted provided that the crossing be protected by a flagman, in accordance with the usual terms of such orders, and required that a provision be embodied in the temporary order giving all west-bound trains, including freight trains, priority of all trains on the Kettle Valley Railway.

On the 27th of January, the Board received a letter from the Vice-President and General Counsel of the Canadian Pacific stating that the letter of the Solicitor of the Canadian Northern, advising the Board as to the terms on which that company would consent to the temporary crossing, was quite satisfactory; and Order No. 23217 was, as a result of the Vice-President and General Counsel's letter, immediately issued.

On June 16, the Commission received from the Chief Engineer of the Canadian Northern Pacific a letter stating that:—

> "The President of the Kettle Valley Railway has written that he is willing to accept the responsibility of any accident which may occur between 7 p.m. and 7 a.m., because of the absence of a watchman during this period; that there was never any warrant or authority to put on a night watchman in the first instance, and that his road will not pay the wages or any part of them for such watchman."

The President of the Kettle Valley Railway Company was then written to by the Board on the 22nd of June, 1915, stating that the Board's Order required that all trains of both companies were to be flagged over this crossing by a flagman appointed by the Canadian Northern Pacific and at the expense of the Kettle Valley Railway Company.

The President of the Kettle Valley Railway Company answered the Board as follows:—

> "DEAR SIR:—
>
> "Answering your letter of the 22nd June, I enclose copy of our file with ..the Canadian Northern Company.
>
> "You will notice that the two men were put on in the first instance when there was absolutely no night work being done by either railway, the excuse given being that the Canadian Pacific Railway did this same thing to the Canadian Northern Railway at some other point. You will also notice that Mr. White did not state the whole facts when he said that we were willing to accept the responsibility for any accident which may occur between 7 p.m. and 7 a.m.—that the correspondence shows that one of his engineers said that if we would accept this responsibility the night man would be laid off.
>
> "We must decline to have any sins of the Canadian Pacific Railway visited upon us, or to pay wages for loafing."

The Board is not interested or concerned in the correspondence between the Railway Companies. It is interested in seeing that its Orders passed for the purposes of protection are properly carried out; and the Order which was made, as already pointed out, was an Order which was stated by the representative of the Kettle Valley Railway Company, by letter, to be quite satisfactory. Any question as to whether trains were or were not running at certain periods of the 24 hours should have been then considered. It is quite clear that, in any event, the flagging order applies to trains on the Canadian Northern Pacific that are operated at night, irrespective of whether the construction trains on the Kettle Valley Railway chose then to run or not.

The matter is not one which can be adjusted between the railways, as they seem to think. The order of the Board must be carried out; and, if there is any continued difficulty, the present order can be very easily, and will be, rescinded.

The crossing is now, or rather will be, an important one.

The temporary leave to this crossing expires on July 23rd; and it may be noted that, as yet, no detail plans for the interlocking plant have been submitted to the Chief Engineer of the Board for his approval.

The "loafing" that Mr. Warren in his letter refers to, and which I suppose has to do with the flagman which the Board thinks necessary in the interest of public safety, will disappear with the installation of this interlocking plant, which seems to have been very much delayed up to the present.

Mr. Commissioner McLean concurred.

MIMICO BOARD OF TRADE V. GRAND TRUNK RAILWAY COMPANY *re* FACILITIES AFFORDED AT STATION IN MIMICO.

Judgment, Chief Commissioner DRAYTON, July 29, 1915:

The Mimico Board of Trade have complained against the facilities afforded by the Grand Trunk Railway Company at its station in Mimico.

The case was heard at a sittings of the Board held in Toronto on July 16, 1915.

From the evidence, it is clear that the station has not been properly maintained. It has been allowed to get dirty, and proper care has not, at least in some instances, been exercised in housing freight of a character likely to be contaminated. There seems to be no doubt but that the small freight room has been allowed to get in a dirty condition; and that it smells so badly of oil and lubricants that no foods of any kind should be placed in it.

The station also is on the wrong side of the tracks. By far the larger population of Mimico is found south instead of north of the Grand Trunk line. With the station in its present position, it means that, to a large extent, every person going to it crosses four busy lines of track at a point where the railway operations are so constant as to justify the construction of a subway on the road to the west.

The railway company pleads lack of money, resulting from the present financial situation. They admit that conditions are not what they should be, but state that they are unable to remedy them.

There is no question at all but that the company is not in a position to waste any money, and should not be required at the present time to make any investment on capital account that is not absolutely necessary.

The company's obilgation, however, to furnish reasonable facilities still exists; and, while what does or does not amount to a reasonable facility involves the consideration among other matters of the financial conditions of railway companies, that consideration of itself and alone cannot relieve railway companies from the provisions of the Railway Act.

The station here seems to have been moved for some railway purpose, probably in ease of grade revision of its line, from the south to the north side of the track. It would appear to have been moved bodily across the rails, as the front of the station still faces the north instead of having been turned to face the tracks on its new location on the north.

I can find no authority giving permission for this change of site. It is one which should not have been made, and the station should be now placed in its original position as near as may be to the south of the tracks. The company's land at this point is limited, and it may be that some slight re-arrangement of the station will become necessary. This the company may do, as it should not be required at the present time to expropriate any more property.

Besides being moved, the station should be cleaned and put in proper order for use.

Mr. Commissioner McLean concurred.

COMPLAINT OF THE CANADIAN MANUFACTURERS' ASSOCIATION AGAINST THE CANADIAN PACIFIC RAILWAY COMPANY'S PROPOSED TARIFF SUPPLEMENT NO. 40 TO C.R.C. E-2599, ADVANCING THE RATE ON BRICK, COOKSVILLE TO TORONTO; AND SUPPLEMENT NO. 42 TO C.R.C. E-2559, ADVANCING THE RATE ON GRAVEL AND BUILDING SAND FROM COOKSVILLE TO NORTH TORONTO, PARKDALE, AND TORONTO, ONT.

COMPLAINT OF THE CANADIAN MANUFACTURERS' ASSOCIATION AGAINST GRAND TRUNK RAILWAY COMPANY'S PROPOSED TARIFF SUPPLEMENT NO. 151 TO C.R.C. E-2552 ADVANCING THE RATE ON BRICK FROM PORT CREDIT TO TORONTO, AND SUPPLEMENT NO. 153 TO C.R.C. 5-2552, CANCELLING EXISTING RATE ON GRAVEL AND BUILDING SAND FROM YORK TO NORTH TORONTO, ONT.

Judgment, Mr. Commissioner McLean, July 27, 1915:

On complaint, the increase in the brick rate from Port Credit to Toronto, provided for in Grand Trunk Tariff Supplement 151 to C.R.C. E-2552, was suspended, pending investigation, by Order No. 21326 of February 10, 1914. The increase was one-half cent. Involved in the suspension Order was also the question of an increase in the rate on gravel and building sand from York to North Toronto. The matter stood over by agreement and consequently did not come to hearing until December 12, 1914. It was then arranged that, so far as the rates on sand and gravel were concerned, they should stand for consideration in connection with the general matter of local switching.

On complaint, a similar suspension was made by Order No. 21327 of same date. The increase was one-half cent. The tariffs concerned were supplements Nos. 40 and 42 to Canadian Pacific Tariff C.R.C. No. E-2529. The points of shipment were Cooksville and Weston, Toronto being the destination point. Postponements have been arranged by agreement; the matter came up for hearing December 12, 1914.

There were pending at the same time the complaints of the Milton Pressed Brick Company and of the Halton Brick Company, which have been dealt with in the judgment of June 17, the complaints in question being set out on Files 22583 and 24368, respectively

At the hearing on December 12, 1914, it was stated by the Chief Commissioner that the complaint as to Port Credit, stood for consideration in connection with the Milton and Halton applications above referred to. The complaint as to Cooksville and Weston stood for consideration in connection with the Milton complaint.

It was recognized at the hearings that, although the rates were different, the situations were inter-related.

By Supplements No. 22 to C.R.C. No. E-29A, effective August 5, the Canadian Pacific Railway Company increased its rate to Toronto from Cocksville, West Mimico, and Weston, from 2½ cents to 3 cents. By Supplement 26 to C.R.C. No. E-3036, the Grand Trunk increased its rate to Toronto from Port Credit from 2½ cents to 3 cents.

The Board's attention has been drawn to the fact that the supplements in question have been filed before the suspending Orders, already referred to, were cancelled. The Canadian Pacific replies that its understanding was that the decision in the Milton case covered also the rates from Cooksville and Weston.

The standard "town" tariff, and special mileage rates to the points involved, are as follows:—

	Miles.	Standard.	"Town"	Present.	Previous.
		Cents	Cents	Cents	Cents
Western	9	4	4	3	2½
West Mimico	9	4	4	3	2½
Port Credit	13	4	4	3	2½
Cooksville	15	4	4	3	2½

In the judgment of June 17, the points involved were treated as falling withn a system of group rates. The points now involved also fall within a group situation, and should be treated in the same way. The mileage embraced in the present grouping is practically equivalent with what is embraced in the Milton-Cheltenham group. Thero is the same differential between the groups as formerly, viz., ½ cent.

Considering that the different points involved in the group are competitive in Toronto, Order may go permitting the 3 cent rate in the case of the Weston-Cooksville group. This rate to include access to all Toronto terminal points, as in the case of the Milton-Cheltenham group.

Suggestion has been made that the supplements involved should be suspended on the ground that they had been filed before the suspending Orders were cancelled. But since it is recognized that the brick rates concerned must be treated on a group basis,—the comparative, not the absolute, mileage situation being important—a further suspension would simply mean a further postponement of an arrangement which seems reasonable and the existence of a period during which the differential between the groups would be out of line.

Chief Commisioner Drayton concurred.

APPLICATION, UNDER SECTIONS 244 TO 248, FOR AN ORDER COMPELLING THE BELL TELEPHONE COMPANY OF CANADA TO RESTORE ITS TELEPHONE OFFICE AT THE POLICE VILLAGE OF STONY POINT, IN SAID TOWNSHIP OF TILBURY NORTH, ONT.

Judgment, Mr. COMMISSIONER MCLEAN, July 28, 1915:

Application is made under Sections 244 to 248, both inclusive, of the Railway Act, to compel the Bell Telephone Company to restore its telephone office at the Police Village of Stony Point, in the Township of Tilbury North. The office in question was a pay station.

The complaint has been developed by correspondence and there has, therefore, been delay in receiving the final submissions.

It is stated that until September 1, 1914, the office in question was maintained. It is alleged that there are a large number of residents in the village, as well as in the vicinity thereof, who require that the office should be open for business purposes.

It is submitted that owing to the fact that the Bell Company maintained the office at the point in question for a number of years, the burden is on the company of justifying the closing of the office.

The position of the telephone company is as follows:—

> "Until recently we had a pay station at Stony Point on a local line running west to Windsor but there was no direct connection over our lines between Stony Point and Chatham to the east, it being necessary to route all messages for Chatham and the east over our line westward to Windsor and thence back over a thorough trunk between Windsor and Chatham.
>
> "In addition to our pay station at Stony Point, the locality is also served by the West Tilbury system which connects through Comber with the Bell lines at Tilbury, which is connected by a trunk line to Chatham and also to Merlin and Blenheim, etc.
>
> "I am informed that the West Tilbury system has about 50 subscribers in and immediately around Stony Point Village and these parties instead of going to our toll office at Stony Point secure connection with our long distance system through Comber office. This rendered the continuance of our toll office at Stony Point unnecessary, and it will be observed that the abandonment of our toll office does not in any way cut off Stony Point from telephone communication. In fact it gives Stony Point a better connection to Chatham and the east, which I am informed is the direction in which the bulk of the business

from Stony Point goes, and they are still able to reach western and other points through their connection at Tilbury with our system.

"We, therefore, considered that Stony Point would be better off under the new arrangement than under the old and discontinued our toll office there, but at the same time the Tilbury West system undertook to arrange a special trunk line from Stony Point to Comber for the express purpose of handling business for parties who desired to use a line with no other stations on it and we presume that this new trunk will be built as soon as financial conditions allow of it."

While the application as launched relies upon sections 244 to 248, inclusive, of the Railway Act, these sections confer no jurisdiction, either by express statement or by implication, to deal with the subject matter of the complaint.

The Railway Act has grown up by accretion and the powers conferred on the Board in regard to telephone companies are not necessarily identical with those conferred in respect of railway companies. Certain sections of the Act are not made applicable to the telephone companies, and as to the remaining sections it is provided that they shall be applicable "in so far as reasonably applicable and not inconsistent with this part or the special Act."

A pay station or office of the telephone company is analogous in its functions to a railway station. Under section 258, the Board is given certain powers in regard to railway stations. In pursuance of the powers conferred and the decisions based thereon, the Board has dealt with the conditions under which an agent may be removed from a station, and has also directed that a station should be constructed.

While the Board has this power in respect of railway stations, it is to be noted that by section 5 of part 1 of 7-8 Edw. VII, Chapter 61, there is excepted *inter alia* from the sections applicable to telephone companies section 258. Section 284 deals with the facilities to be afforded " . . . the . . . at the place of starting . . . and at all stopping places established for such purpose adequate and suitable accommodation for the receiving and loading of all traffic offered for carriage . . . " is also excepted.

Reference is made to the amount of general business done at Stony Point. It is stated, " . . . . all business has suffered by the closing of the Bell office at Stony Point, and Stony Point has been discriminated against in favour of the surrounding villages."

Apparently the word "discriminated" is used as suggesting that business which had gone to Stony Point now goes to other adjacent villages. There is no evidence adduced to show that there has been any change in the volume of business, nor is there any evidence adduced to show that the alleged difference in the volume of business is due to the closing of the pay station.

Whatever justification there may be for an application which falls within the provisions of the Railway Act, in so far as discrimination is concerned, the present application is concerned simply with an application for the re-opening of a pay station, and this direction the Board has no power to issue.

Chief Commissioner Drayton and Assistant Commmissioner Scott concurred.

COMPLAINT OF TWO CREEKS GRAIN GROWERS' ASSOCIATION AGAINST DISCRIMINATION IN FREIGHT RATES AS BETWEEN WINNIPEG AND ELKHORN, AND WINNIPEG AND TWO CREEKS, MANITOBA, ON THE LINE OF THE CANADIAN PACIFIC RAILWAY COMPANY.

Judgment, Commissioner McLean, July 28, 1915:

Complaint is made by the Grain Growers' Association of Two Creeks, Manitoba, regarding an alleged discrimination in freight rates as between Winnipeg and Elkhorn, on the one hand, and Winnipeg and Two Creeks on the other.

Elkhorn, which is on the Canadian Pacific Railway Company's main line, a distance of 198 miles west of Winnipeg, has a first-class rate of 54 cents, the other classes being appropriately scaled. Two Creeks, which is 194 miles west of Winnipeg, has a first-class rate of 57 cents. Complaint is made of the difference as being discriminatory.

On the movement west from Winnipeg to the two points in question, the mileage is common to Virden; Elkhorn is 16·8 miles west of Virden, on the main line. Two Creeks is 13·4 miles in a northwesterly direction from Virden, on the line extending from Virden to McAuley. Both Two Creeks and Elkhorn fall within the mileage grouping from 190 to 200 miles, inclusive, of the standard freight mileage tariff, and therefore are *prima facie* entitled to the same rate on the mileage scale

Two Creeks was first opened to traffic in March, 1910. The history of the arrangements whereby the so-called Manitoba scale was worked out has been set out in the judgment of the Board in the Western Rates Case. In substance, the standard mileage rate applicable in Manitoba was arrived at by deducting 15 per cent from a hitherto existing uniform scale aplicable generally in the prairie provinces. The distributing, or "town" tariff, rates were arrived at by a further deduction of 15 per cent. The standard first-class rate for the Two Creeks distance was 68 cents, and the "town" tariff rate was 57 cents. Adding to this the charge for Winnipeg cartage, viz., 3 cents, the first-class rate would be 60 cents. This was the rate charged to and from Two Creeks.

The Elkhorn first-class rate at the same time was 57 cents. In May, 1912, the railway company abolished its cartage service at Winnipeg, reducing the first-class rates by 3 cents in each case. This made the Elkhorn first-class rate 54 cents and the Two Creeks first-class rate 57 cents.

The railway company in its answer alleges that the rate to Elkhorn as established prior to September 1, 1914, had been erroneous, and that it should properly have been 57 cents. The railway company stated, further, that as it was understood that under the Board's order in the Western Rates Case, no rates were to be raised, the old rate of 54 cents from Winnipeg to Elkhorn was continued, although it was out of line.

Miniota, the terminus of the branch line system from Chater, is 196.8 miles from Winnipeg, and falls in the same mileage group as Elkhorn and Two Creeks. It is in the same territory as Two Creeks, being about eight miles due north of it. It has a rate of 54 cents, which, standing by itself, might appear to be controlled by the fact that the Grand Trunk Pacific has the short distance, viz., 180 miles, the appropriate rate for which is 54 cents. However, the Canadian Pacific operated to Miniota before the Grand Trunk Pacific was in operation. The original rate to Miniota was 57 cents, first-class. By deduction of the cartage charge, the present rate of 54 cents was arrived at.

Winnipeg to Virden, a distance of 180.5 miles, falls within the group of the standard mileage, covering from 180 to 190 miles. The distributing rate appropriate to this is 54 cents. Harmsworth, which is 8.7 miles west of Virden, on the Virden-McAuley branch, falls within the same mileage group as Virden, and is given the 54 cent rate.

It is alleged that the difference in rate as between Elkhorn and Two Creeks does not create a discriminatory situation. It is stated that the two points have nothing in common; that the tonnage in and out of Two Creeks is insignificant; that Two Creeks is situated on a branch line, while on the other hand Elkhorn is on the main line, where the cost of operating is lower and the density of tonnage and population much greater.

While reference has been made to the difference in the density of traffic as between the main line and the branch line, the pertinency of this is not apparent when it is considered that what is involved is a general mileage scale.

As has been indicated, the 54 cent rate is also given to Elkhorn; but, while Virden and Harmsworth, falling within the same mileage group, are given the same rate, and

while Elkhorn and Miniota have the same rate, Elkhorn and Two Creeks, falling within the same mileage group, are given different rates, as has been indicated.

This is a discriminatory treatment, which has not been justified, and Two Creeks should be given the same rate as is given to Elkhorn.

Reported in 18 Can. Ry. Cas. 403.

Chief Commissioner Drayton concurred.

GRAND TRUNK RAILWAY COMPANY AND CANADIAN PACIFIC RAILWAY COMPANY *re* JOINT OPERATION ON SPUR ON PARDEE AVENUE, TORONTO.

Judgment, Chief Commissioner DRAYTON, July 31, 1915:

This application is one made by the Grand Trunk Railway Company, under section 176, for authority to operate its trains jointly with the Canadian Pacific Railway Company over the siding laid by the Canadian Pacific Railway Company on Pardee avenue, Toronto, south of Liberty street.

The application was contested by the Canadian Pacific Railway Company, and the case came on for hearing at the sittings of the Board held in Toronto, July 16, 1915.

The siding in quesetion serves the premises of the Canada Metal Company, Limited, which company is very anxious to obtain the benefit of a direct connection with the Grand Trunk railway, the company stating in its submission that it has received orders for four thousand tons of bullets from the Shell Committee, and that the business requirements of the company itself make it imperative that there be no delay in handling, as is occasioned by transfers from one railway to another.

Nothing is advanced, however, by the Canada Metal Company which of itself would justify the handing over of the terminal facilities of one company to another. The spur in question, however, runs southerly off a joint spur track owned by both railway companies, and laid on the north side of Liberty street; and, in order to use the siding now under consideration, this joint section must in part be used by the Canadian Pacific Railway Compnay. As a matter of general practice, extension of joint spurs should be jointly operated. This general principle is of course subject to such limitation as the particular conditions which may apply in any particular layout entail; and, in the same way, an extension of a joint section to tracks already laid and owned by one company having an interest in the joint section, must also be considered in view of the conditions applicable. It does not appear that in this particular case, there is any difficulty in adjusting the limits of the joint section so as to make the section under joint operation cover the track in question. There would be no difficulty whatever in having joint operation on the siding on Pardee avenue, running as it does off the joint section, were it not for the fact that in order to operate it, Grand Trunk trains of necessity would have to use the track lying to the east of the joint section, owned by the Canadian Pacific Railway Company.

The companies voluntarily have met a similar situation, in so far as the siding serving the Gillett Company is concerned. That siding, as in the case of the Pardee Avenue siding, runs off the joint section, but in order to operate it, Grand Trunk trains have to use the said C.P.R. track. The Grand Trunk Railway Company pays for this privilege the sum of $20 a year to the Canadian Pacific Railway Company. It is obvious that, in view of this arrangement, the said C.P.R. track is put to no use which would prevent a joint operation, not only so far as the Gillett siding is concerned, but other sidings. The general principle, therefore, that the sidings off joint tracks, or the extension of joint tracks, should be operated in the same manner, can therefore be applied without injustice.

I am of the opinion that an order should go providing that the siding on Pardee avenue shall be operated jointly, and that the necessary portion of the C.P.R. track lying to the east of the present joint section should be thrown into the joint section

and operated in like manner, to the extent that that track is necessary for the purposes of serving sidings which have been run off of the existing joint section.

Opportunity is given to the companies to make such arrangements as they may desire for the necessary compensation to the Canadian Pacific Railway Company for the extended use of its property, which the Grand Trunk Railway Company will now enjoy. Should this question not be settled between the companies, it will be disposed of, on the complaint of either, by the Board.

The Order will provide that the Grand Trunk Railway Company will have the right immediately to operate the spur.

Mr. Commissioner McLean concurred.

EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY.

Judgment, Chief Commissioner DRAYTON, August 2, 1915:

The case involves the consideration of the tariffs of the Edmonton, Dunvegan and British Columbia Railway.

It was first heard at the Sittings of the Board held at Edmonton on May 28, 1915. The tariffs in question had already been dealt with by an interim judgment of the Board of March 26, 1915, further consideration being required by the Judgment which adopted the tariffs then filed, and which were based on the "Mountain" scale. Copy of the Judgment and notice of the hearing were sent to all parties who appeared to be interested.

No objection to the Company's proposals were advanced on behalf of anybody at the hearing at Edmonton. Edmonton, is, of course, largely interested in the development of the northern country served by this railway, and its Board of Trade wrote this Board as follows:—

> "In reference to your communication of May 8, on the above subject, I beg to advise that this matter was submitted to a general meeting of the Edmonton Board of Trade held to-day. The meeting was very representative of the commercial interests of Edmonton, and the members had been specially advised by mail that the matter of the Edmonton, Dunvegan and British Columbia tariffs would be submitted for the consideration of this meeting. After somewhat exhaustive consideration, it was decided by resolution that this Board of Trade would make no protest at the present time against the tariffs recently filed by the Edmonton, Dunvegan and British Columbia Railway and temporarily approved by the Board of Railway Commissioners. A resolution to this effect was carried by unanimous vote."

The company operates under a Dominion charter, but is one which is being financed largely by guarantees of the province of Alberta, which province is of course directly interested in the opening up and colonization of its northern territory. The Provincial Government was notified of the hearing at Edmonton but took no part, leaving the whole question in the hands of the Board.

Apart from any objections, the Board was of the view that very special reasons would have to be advanced as to why the "Mountain" scale should be used. It was recognized, of course, that with a new line running into a new country and enjoying no through business, that the ordinary "Prairie" scale would, in the first instance, be too low, and the Board's chief traffic officer worked out an intermediate scale between the "Prairie" and the "Mountain" scales, copy of the rates worked out on this scale was given to the company's officials to say whether or not they could operate on the reduced scale.

In addition to this the company was instructed that in any event special commodity rates must be filed on the articles which the country could produce, such as

grain, hay, forest products, dairy and packing house products, cordwood, building material, etc., and the hearing was adjourned to be resumed at Calgary on June 9, 1915.

The position taken by the company's officials at the later hearing was that it would be impossible to operate under any lower tariff than the "Mountain" scale, but that lower rates on grain than suggested by the Board could be given with the company operating generally on the reduced scale.

The company has filed special commodity rates applying locally on grain, forest products, dairy and packing house products, vegetables, livestock, hay, straw, coal, cordwood, and building material. These tariffs are based on the "Prairie" scale. They are satisfactory and are as low as can be required. The company has also filed a proper and appropriate distributing tariff on general merchandise, applying from Edmonton, the rates in this case, however, being scaled down from the "Mountain" scale.

The matter has stood awaiting the company's filing of through grain rates to the head of the lakes, as promised. The Board is to-day in receipt of a letter from Mr. McDonald, the railway's traffic expert, in which he advises the Board that rates will be put in effect by the company so as to permit movement from Jarvie to Lake Superior ports at 29 cents per 100 pounds, from High Prairie 36 cents, McLennan 37 cents, and from Fowler, the terminus, 38 cents. These rates are higher than the first rates I suggested at the hearing, which was a rate from shipping point to destination of .395 cents per ton per mile, with a cent per hundred pounds added as an extra to cover cost of transferring at Edmonton. On the higher possible basis discussed, the rate from High Prairie, however, would be 39½ cents. This rate was thought by the Board to be very high, so high indeed that it represented the limit that could be considered. While the rate submitted of 36 cents is not as low as the first rate considered, it is 3½ cents lower than the other possible combination, and I think may be adopted as satisfactory until traffic conditions are developed so that the actual results may be fully considered.

The company has received a guarantee from the province of $20,000 per mile. The province is satisfied that under its supervision this money has actually been expended. The evidence supplied by the company is to the effect that the capital stock of $250,000 is not watered. Large advances have been made to the company to enable it to carry on its work. The honourable, the provincial treasurer, who has kept closely in touch with the company's operations advises that the company has received from the J. D. McArthur Company $790,000 in connection with advances, or for work representing the unpaid accounts on the grading contract, and that a further sum of $900,000 has been invested in the road which the railway company obtained through their bankers, all of which Mr. Mitchell is advised, is guaranteed by the J. D. McArthur Company and by Mr. McArthur personally.

Under all the circumstances, I am of the opinion that the Board should allow the tariffs as filed. It must, however, be clearly understood that the Board's present action is not in any sense final. The conclusions are conclusions arrived at in advance of the development of traffic, and it well may be that the rates now in effect, and which the company's officials claim are merely sufficient for the actual operation of the road, may prove to be too high. The rates now allowed cannot be in any way looked upon as possible of any general application. They are only allowed in view of the fact that the railway is a colonization road; has but little developed traffic and in effect bears to the transcontinental systems the relation of a branch line.

Mr. Commissioner McLean concurred.

SESSIONAL PAPER No. 20c

CANADIAN PACIFIC RAILWAY CROSSING, SYMINGTON AVENUE, TORONTO.

Judgment, Chief Commissioner DRAYTON, August 2, 1915:

The question of protection required at the above crossing was discussed at the sittings of the Board held at Toronto on July 16, 1915, and has since been reported on by the Board's Chief Engineer.

The view approaching the track from the south looking east is obstructed by the Union Coal Company's shed, and on the west by the City of Toronto's corporation shed, which is placed at the corner of the crossing. Approaching the track from the north the westerly view is good, but to the east it is obstructed by the high board fence surrounding the Wilkinson Plough Company's premises.

The city asks for gates and watchmen. The railway company objects to the expense of such protection as being unnecessary owing to the fact that railway traffic is light and is composed merely of freight and switching movements, with the exception of the draft of the North Toronto passenger train, which passes over this crossing once each day. The railway company further submits that its movements are very slow, and states that in opinion of its officials protection in the form of gates and watchmen is quite unnecessary.

It is true that the movement of trains is comparatively light, and speaking generally is not of a fast character. So far as the highway traffic is concerned, however, it has developed largely. The records show that in 48 hours 2,190 vehicles and 6,885 pedestrians passed over the crossing. In view of the relatively light railway traffic the railway company further submits that the utmost protection required is that afforded by a bell. This solution has been looked into. It is impracticable, as the bell, owing to the large number of spurs running off the line in this vicinity, would not be workable. In view of the heavy traffic on the street, I am of the opinion that watchmen and gates will have to be installed, but owing to the peculiar circumstances, the city's share in the crossing should be greater than that usually ordered. Twenty per cent of the cost will be paid out of the Railway Grade Crossing Fund; the remaining 80 per cent will be divided in equal proportions between the city and the railway company, as will also the cost of operation.

Mr. Commissioner McLean concurred.

Re REMOVAL OF GRAND TRUNK PACIFIC RAILWAY COMPANY'S STATION AT GREGG, MANITOBA.

Judgment, Chief Commissioner DRAYTON, August 3, 1915:

The Grand Trunk Pacific Railway Company make application for the Board's leave to discontinue its station agent at Gregg, in the province of Manitoba.

The application is opposed for the municipality by its solicitor, Mr. Hooper.

Mr. Hooper in his submissions states:—

> "It seems to me that the revenue itself should be a complete answer to any attempt to the closing of this station. My instructions are that this is the only station between Portage La Prairie and Justice where there is an agent, a distance in round figures of about sixty-eight miles.
>
> "This is a very wealthy farming settlement, in fact the Grand Trunk Pacific in passing through the municipality of North Cypress is immediately in touch with perhaps the richest farming district in Manitoba, and they ship a good deal of agricultural produce from the stations of Inglelow, Harte, Gregg, and Firdale, all of which are located in North Cypress. Some of the ratepayers suggest as an alternative that should Gregg be closed up that your Board request the company to put an agent in at Harte. My instructions are from the

municipality to strongly oppose this attempt to the closing of Gregg, and that the municipality considers it should only be closed on one condition, and that is that they would consent to the closing of Gregg providing your Board directs the company to place an agent at Harte station."

The Board requires agents to be installed at all stations where the gross earnings are more than $15,000. The operating department has checked the returns at Gregg from January to December of last year, and the total receipts from all sources were shown to be $8,386.39. Owing to the fact that there was only one agent in a long stretch of territory, as referred to by Mr. Hooper, the Board did not apply the usual practice, but gave no permission to the company to discontinue the agent until the matter had been further inquired into and a further analysis of figures obtained. This further analysis covers the months of January, February, and March of the present year. During that period, business conducted at Gregg, having regard to the business at that station itself including all sources of revenue, amounted to $1,606.73.

The agent at Gregg, besides doing his own business, however, has also to look after the business of the following non-agency points, which have during this period the following results:—

Harte	$927 32
Firdale	127 64
Ingelow	3 92
Exira	9 30
Deer	78 59
Caye	28 59
Barr	36 04

An analysis of the figures of the previous year shows that out of the total of $8,386.39 no less than $6,038 was received for grain shipments, showing the L.C.L. and passenger business, for which the services of an agent are particularly necessary, to be negligible.

This small amount of business in the first instance seems extraordinary, in view of the statements contained in Mr. Hooper's letter as to the character of the country in this neighbourhood. There is no doubt but that this district served by the railway is well settled and highly productive.

The explanation is entirely found in the fact that railways at this point are constructed paralleling each other at particularly short distances. Here the Grand Trunk Pacific runs between the Canadian Pacific and the Canadian Northern. On the Canadian Pacific, the station Wellwood is only 3½ miles north of Gregg, and Carberry 7½ miles southwest; and, on the Canadian Northern, Petrel is but 4½ miles west.

There never was business done at Gregg which would justify the employment of an agent, having regard to the economic operation of the railway from a traffic standpoint. The railway company probably put an agent in for purposes of competition. It now desires to take the agent out.

The only ground on which the Board could refuse the leave asked in view of the station's earnings is the fact that distances between agency points are long. So far as traffic is concerned, that question disappears, in view of the stations on other railways in this district, two of which have agents; and, so far as operation is concerned, the company states that their telephone system renders it not necessery to maintain an agent at this point.

The condition really is very much the same as that at Elie, although it perhaps even more illustrates the economic evils of railway duplication; and the Order should contain terms similar to those insisted on in the Elie case, so as to prevent unnecessary inconvenience to the public. This would mean that the company must properly house

all L.C.L. shipments, both in and out, and employ a train agent who can sign bills of lading for outward shipments or give such authority to train conductors. The grain movement will have to be cared for by an Agent for that purpose following the usual practice.

Mr. Commisioner Goodeve concurred.

CANADIAN PACIFIC RAILWAY CROSSING ROYCE AVENUE, TORONTO.

Judgment, Chief Commissioner DRAYTON, August 3, 1915:

The application in this case is made by the Canadian Pacific Railway Company, who apply for an amendment to the Board's Order No. 10782, so as to provide as to the division of responsibility for accidents due to the negligence of the gatemen at Royce avenue crossing, Toronto.

This case was heard at a Sittings of the Board in Toronto on March 30, 1915. Mr. Beatty appeared for the Canadian Pacific, Mr. Chisholm for the Grand Trunk, and Mr. Geary for the City.

The crossing is a complicated one, the highway crossing first the Canadina Pacific siding, then the double tracks of the Grand Trunk, and then the double tracks of the Canadian Pacific.

On an application made by the City and heard at a sittings of the Board held at Toronto on May 23, 1910, an Order was made providing for the installation of gates to be operated by watchmen. The Canadian Pacific was directed to instal the gates; five-fifteenths of the cost was placed upon the City, four-fifteenths on the Grand Trunk Railway and six-fifteenths on the Canadian Pacific Railway. The cost of maintenance was divided in like manner.

Some delay seems to have occurred in the erection of the gates, which, however, were completed and put into operation on January 3, 1911.

The watchmen operating the gates were appointed by the Canadian Pacific Railway, that company making the appointment as the conduct of the work had been placed in its hands, the wages of the watchmen being contributed to by the parties in the proportions above indicated.

At the hearing Mr. Beatty stated that an accident having occurred in which a man was injured by being struck by a Grand Trunk train, the question arose between the Grand Trunk and the Canadian Pacific as to whether, in view of the fact that the man in charge of the plant was appointed by the Canadian Pacific, the damages should be paid by that company, the Grand Trunk contending that the failure of the man in charge to lower the gates was the approximate cause of the accident, and that as he was appointed by the Canadian Pacific that company was responsible for his negligence.

The Board does not seem to have had to consider this question in the past. The original order, of course, throws no duty on the Candian Pacific to appoint a man, but the company in doing so merely carried the order into effect. Both companies urge that the employment of the watchmen is an object in which all are equally interested; the interest of the city being apparent owing to the fact that it had applied for protection, and its interest in preserving safety of its citizens is also obvious.

Treating the matter in this way, damages resulting from the watchman's negligence become part of the operating cost, and the city would become liable for one-third of any damages resulting from its negligence, the Grand Trunk four-fifteenths, and the Canadian Pacific six-fifteenths.

It is perfectly obvious that the watchmen are not employed for any purpose other than that of protecting the public, a matter in which the municipality is primarily interested, and as a matter of first impression the railways' contention might appear just. I am, however, of the view that the city should not be responsible for any damages occurring as a result of negligence of the watchmen. It is the railway peril

that the watchmen are employed to avert. His work is of necessity linked up with the operation of trains and engines, over which the municipality has no control, and the scope of his duty can be much more properly looked upon as an added railway responsibility to the cost of which the interested municipality has to contribute, but is not responsible for its observance.

In so far then as the city is concerned, I would dismiss the application. While I am convinced that no injury is worked upon the railway companies in so doing, any contrary direction would have a far-reaching effect and add very large responsibilities to those already borne by municipalities. As between the two railway companies, it occurs to me there are two ways in which the question can be dealt with; in the first instance by providing that both railways shall be liable for any accidents which happen as a result of the watchmen's negligence; the other by treating the watchmen as agents of the railway, whose operation has caused the injury complained of. Each railway company has to advise the watchmen as to the movement of its trains, and the question of the negligence of watchmen is more or less bound up with the possibility of negligence of other servants of the operating railway in the manner in which the trains are operated over the crossing.

I am of the opinion that the watchmen should be considered as the agents of the company whose trains or engines do the damage.

The application is an alternative one; first, asking that the amount paid in damages should be made part of the operating cost, the effect of which would make the city responsible for one-third of the damages; or that the damage should be borne by the company whose trains or engines do the damage. The order should therefore, go on the latter alternative, dismissing the first.

The question of pedestrians lifting the gates when down was mentioned at the hearing. At least one fatality has been caused by a man ducking under the gate in front of a passing train, at this crossing, and the report of the Board's inspector on observation made by the Grand Trunk Railway shows that on one occasion no less than sixteen people, comprising 11 men, 3 women, and 2 children, got under the gates and ran across in front of an approaching engine. On another day 12 people, composed of 6 men, 1 woman, 2 boys and 3 little girls crossed in front of another engine when the gates were down; later on during the same day 14 people, comprising 9 men, 2 women and 3 small children ran across in front of another engine. Providentially in these illustrative cases no injury resulted, but it is obvious that if the object for which the gates are erected is not carried out there is little use of their being erected. Complaints being made to the railway company it appealed to the chief of police, who very properly pointed out that he was not aware of any law under which the police could proceed against pedestrians who pass under gates when they are down.

This difficulty is not by any means confined to this crossing, although Royce avenue is probably one of the most dangerous crossings, but the dodging under gates is by no means confined to it.

I am of the opinion that the Board should issue an order dealing with the question covering the proper operation of gates that are supposed to be lowered before the movement of trains. Since at least one accident has occurred at this crossing because the gates were not lowered as they should be. I find no order directly casting this obligation on the watchmen. This should now be done. The order should also prohibit passage over railway tracks when gates are down, and railway companies should be compelled to affix to, or prominently near gates legible notices warning the people that it is illegal to cross tracks when gates are down, and that offenders are liable to prosecution according to law.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

SESSIONAL PAPER No. 20c

COMPLAINT OF MESSRS. AUGER & SON, QUEBEC, QUE., AND D'AUTEUIL LUMBER COMPANY AGAINST PROPOSED SUPPLEMENT NO. 1 TO CANADIAN PACIFIC RAILWAY TARIFF C.R.C. E-2847, WHICH CANCELS THE RATES FROM A NUMBER OF POINTS ON THE CANADIAN PACIFIC RAILWAY TO MECHANICVILLE, N.Y., VIA BOSTON & MAINE RAILROAD.

Judgment, Mr. Commissioner McLEAN, August 4, 1915:

By Order No. 23020 of December 22, 1914, and on the applications of Messrs. Auger & Son and the D'Auteuil Lumber Company of the City of Quebec, Que., the following tariffs were suspended pending hearing, viz., Supplement No. 1 to the Canadian Pacific Railway Company's .competitive proportional and joint freight tariff C.R.C. No. E-2847, published to become effective January 4 1915, and Supplement No. 16 to Grand Trunk Railway Company's special local, joint, and proportional tariff C.R.C. No. 2588, published to become effective January 4, 1915. The tariffs in question provided for increases on pulpwood to Mechanicville, N.Y., via the Boston & Main Railroad.

The matter came on for hearing on January 19, 1915, and thereafter stood for submission of written arguments.

Mechanicville is in New York State about 20 miles west of the boundary of the State of Vermont, and within 23 miles of the extreme westerly limit of the Boston & Maine system at Rotterdam Junction, where that company connects with the Western Railway System.

The Grand Trunk delivers to the Boston & Maine at Sherbrooke, while the Canadian Pacific Railway makes delivery at Lennoxville, Que., or at Newport, Vt. There is also an alternative route via Rouses Point, N.Y., where delivery is taken by the Delaware & Hudson Railroad. The complaint, however, is not directed against the movement by this route. It is not sought to advance the pulpwood rates by this route. The switching charges of the Boston & Main at Mechanicville, however, apply. The evidence showed that the points considered most important were Sherbrooke, Que., and Lennoxville, Que.

From Sherbrooke to Mechanicville is 312 miles; from Lennoxville the distance is 309 miles; while from Newport the distance is 272 miles. Newport is of negligible importance in connection with the movement, as very few cars move by this connection. On the movement from Sherbrooke, 34·86 miles is within Canada. On the movement from Lennoxville, 31·95 miles is within Canada.

Exception was taken by counsel for the Boston & Main Railroad to the Board's exercising jurisdiction. This exception had two phases. Exception was taken as to the exercise of the jurisdiction in respect of the portion of the movement within Canada. It was stated that the only Canadian road operated by the Boston & Maine Railroad is the Massawippi Valley, which is a provisionally incorporated road. Reference was made in this connection to the decision of the Supreme Court of Canada in *Montreal Street Railway Company* v. *City of Montreal, 11 Can. Ry Cas. 203; 43 S.C.R., 197;* and counsel questioned the constitutionality of the jurisdiction which is conferred by 8 & 9 Edw. VII, chap. 32, sec. 11, which provides for amending section 5a. It is sufficient to say that Parliament having legislated, it does not appear to be the function of this Board to state whether this legislation is *ultra vires* or not.

Exception was also taken on the ground that the bulk of the haul and the bulk of the rate concerned was in respect of a movement falling within the United States. In this connection reference may be made to the decision of the Board in the Essex Terminal Railway Case, File 24129, where the practice of the Board is set out as follows: "As a matter of practice, the Board in the past has dealt with international joint tariffs having regard to the outward movement only, and speaking generally has not interfered in any way with any tariff properly filed under American practice directly applying to a joint movement into Canada." It does not appear necessary to deal with the jurisdictional phase here.

Effective October 26, 1914, the Boston and Maine Railroad published and filed with the Board and the Interstate Commerce Commission a mileage commodity tariff on pulpwood, stated to have been prescribed by the Public Service Commission of New Hampshire. This tariff was filed to apply locally between the company's stations in both countries. This tariff gives rates up to 305 miles, the rate for the 290-305 mile group being 7·7 per 100 pounds. The tariffs which are involved in the present application are made up of the sum of this 7·7 rate, as asked for by the Boston and Maine, and the Canadian companies' proportions of the previous through rates.

While the movement is on a through rate from the initial point on the Canadian originating line, it has to be recognized that the Board has already dealt with the question of the proportion of the through rate accruing to the Grand Trunk and Canadian Pacific Railway Companies. In *International Paper Co. v. Grand Trunk, Canadian Pacific, and Canadian Northern Ry. Cos., 15 Can. Ry. Cas., 111,* the Board found that certain increases therein applied for were reasonable. The tariff now attacked is built up of the portion thus found reasonable and the new arbitrary which the Boston and Maine proposes to put in.

The question involved, in view of the former action of the Board, is whether the proposed arbitrary is reasonable. At present the rates to Mechanicville from points on the Canadian Pacific east of Lennoxville are 10½ cents and 9½ cents, according to the group. For example, the rate from Megantic is 10½ cents; from Magog 9½ cents. From Megantic to Lennoxville, a distance of 65 miles, the Canadian Pacific's proportion is 5½ cents; for the balance of the distance the existing Boston and Maine arbitrary is 5 cents. In the case of the movement from Magog, the distance from Magog to Lennoxville is 22. Here the Canadian Pacific's proportion is 4½ cents, while the Boston and Maine arbitrary for the balance of the distance is 5 cents. To make the record complete, reference may be made to Newport, although Newport, as has been indicated, is not an important point in the present application. The increase in the arbitrary as proposed by the Boston and Maine through Sherbrooke or Lennoxville is 2⁷⁄₁₀ cents, while it is 2³⁄₁₀ cents in working through Newport.

In support of the increased rate, it is contended by the railway that the existing rate system is discriminatory, and that it is also unremunerative. The allegation of discrimination relates to the rates to Bellows Falls, Vt., and Turner's Falls, Mass., which are the only two paper-making points on the direct line between Sherbrooke and Mechanicville. The proportions received at these two points are higher than in the case of the haul to Mechanicville. It does not appear necessary to go into this phase of the matter. Apparently the through rates to a greater or less extent have been built up with considerable disregard of the long and short haul provision. The question whether the present rates are adequately remunerative is the matter which is the more important.

By Exhibit 2, it is set out that during the calendar year 1913 there were moved from Canadian points to Mechanicville via Newport, Lennoxville, and Sherbrooke on the Boston and Maine, 2,188 cars—a total tonnage of 46,110 tons. This tonnage originated on the Canadian Pacific, the Grand Trunk, Quebec Ceneral and Intercolonial railways. On the Quebec Ceneral and Intercolonial railways, which are not subject to the jurisdiction of the Board, 95·8 per cent of the traffic involved originated.

At the hearing, the railway stated that the cars of pulpwood moved as follows: the cars are received at Sherbrooke, for example, and hauled in one train from Sherbrooke to Newport, where they are re-sorted and classified in a train that runs from Newport to White River Junction. Then the cars are moved from White River Junction to Greenfield and thence from Greenfield to Mechanicville. It is stated that there are four break-up yards in the distance through which these cars had to pass. It is further stated that there is not the business to make up a train for Mechanicville

at any point until Greenfield is reached. From Greenfield to Mechanicville the distance is 98 miles. As has been indicated, the submission in Exhibit 2 states that 2,188 cars were handled during the year in question over the Boston & Maine. The applicant states that about 3,000 cars a year are handled over he Boston & Maine to the plant at Mechanicville—an average of ten cars per working day.

The method of handling these cars has, of course, a bearing on the cost. It appears that an opportunity for train-load movement is not available until Greenfield is reached. It is not stated in evidence just what the number of cars moving in train-load from Mechanicville to Greenfield is.

Cost estimates were submitted by the railway showing that while the average revenue per car was $21.07, the average cost of service per car was $24.98. This, it was alleged, was attributable to the operating movement which has been referred to. This statement of cost is exclusive of maintenance, overhead charges, etc.

The cost figures submitted by the railways were not subjected to detailed criticism by the applicants. Mr. Ferguson, traffic manager of the West Virginia Paper Company, while contending that the cost to Mechanicville would be about the same as to other points on the Boston & Maine, said that he would admit that the cost figures the railway prepared were as close as could be obtained.

The applicants have contracts involving 40,000 cords, 30,000 being handled by Auger & Son, the balance by the D'Auteuil Lumber Co. The railway states that this pulpwood loads about 20 tons to the car; the applicants state 45,000 pounds, so that there is only one-quarter of a ton between the applicants. Evidence was not given as to the weight of the pulpwood. At the hearing in the International Paper Case, above referred to, in which the present applicants were also parties, it was stated that rossed pulpwood ran about 3,000 lbs. to the cord, and that a car loaded about 15 cords.

Reference was made to the bearing of the outbound haul from the paper mill upon the question of the rate inbound, as an argument for a low basis on the inbound rate. Counsel for the applicants contended that this was a factor of importance. This, however, was denied by the railway, which stated that little or no outbound product was obtained. Whatever the difference in situation may be in this respect, even if there were an appreciable volume of traffic being handled outbound from the paper plant at Mechanicville, it does not appear how the Board can give any weight to this, since the point of origin is within the United States. Mention may be made of the fact, however, that in Canada the rate under the special mileage pulpwood rates applied locally is for a distance of 312 miles, and where the railway gets the haul of the manufactured product outbound, 8½ cents.

The arbitrary of 7.7 cents, which is proposed, is the amount allowed for the 290-305 mile group of the mileage commodity tariff on pulpwood above referred to. Had the mileage tariff been extended progressively, it would have covered the 312 miles from Sherbrooke to Mechanicsville, and the rate would have been 7·9 cents.

Under the existing division of the rate, the Boston and Maine obtains from Lennoxville 3⅞ mills per ton per mile. The operating ratio of the Boston and Maine for the year ending June, 1914, was 80·77 per cent. Mr. Ferguson, in his evidence already quoted, was of the opinion that average conditions of cost applied in respect of the movement to Mechanicville. On this basis, applying the average operating ratio, the net return to the company would be approximately ⅗ of a mill per ton per mile. Under the proposed arbitrary, by way of Lennoxville, the Boston and Maine received 5 mills per ton per mile, which would give a net revenue of one mill per ton per mile. Via Sherbrooke, the Boston and Maine revenue per ton per mile is 3⅛ mills. Under the proposed arbitrary, the revenue would be 4⅘ mills; that is to say, on the present arbitrary the present net return is approximately ⅗ of a mill, while on the proposed arbitrary the net return would be slightly less than one mill.

The earnings per car mile are also to be looked at as an index of the reasonableness of the existing rates, as well as of the proposed rates. Sherbrooke and Lennox-

ville being the important points, an average of their mileage may be struck. The characteristic mileage will be 310. The 2,188 cars involved in the statement set out in Exhibit 2 above referred to would thus have a mileage of 678,280. This would give an earning per car mile of 6·8 cents. A further question is the extent to which the traffic is a one-way movement, as the total earning power of a car is affected by the question whether the return load is available or not. In a statement from the Superintendent of the Car Service of the Boston and Maine, dated January 1, 1915, and filed by the railway at the hearing, it is stated that practically all of the traffic is handled in so-called pulpwood racks, which are essential to the shipper and consignee in order to facilitate loading and unloading. It is said that on account of the design of the car it cannot be made available for any return traffic, and that all such cars must move empty in return. On the other hand, it is stated by Mr. Auger in evidence that only from 10 per cent to 15 per cent of the cars are racked. It was also stated in evidence that the bulk of the movement in which the applicants are concerned moved in box cars.

Taking the estimate that 15 per cent of the cars were supplied with pulpwood racks and therefore did not return under load, it will be found that this additional mileage gives a total of 780,022, which gives a car mileage earning of 5·9 cents. On the revised figures based on the proposed arbitrary the car mile earnings would be 10·4 cents, while on the computation allowing for the 15 per cent empty mileage, due to empty pulpwood racks, the return would be 8·9 cents per car mile.

As has been indicated, it is not set out just to what extent the pulpwood moves in train lots. It is, however, stated that the nature of the traffic movement is such that there cannot be a train made up for Mechanicville before the traffic reaches Greenfield. This is not controverted. Further, it is stated that the Paper Company takes about 10 cars per day. This, however, is given as an average. The average train load on the Boston and Maine for 1914 was 314·41 tons. Taking the average loading of pulpwood as 20¼ tons, an average train load of pulpwood would represent 15½ cars. The following computations, therefore, are available:

Present arbitrary—

(1) 6·8 cents by 15·5—$1.05 per train mile.

(2) Correction for empty mileage, 5·9 by 15·5—0·91 per train mile.

Proposed arbitrary—

(1) 10·4 by 15·5—$1.61 per train mile.

(2) Correction for empty mileage, 8·9 by 15·5—1·37 per train mile.

The average earnings of the railway per freight train mileage during 1914 were $3.32.

Applying the average operating ratio to the train mile earnings, which would thus be available under the proposed arbitrary, No. 1 would give a net revenue of 30⁹⁄₁₀ cents per train mile, while No. 2 would give a net revenue of 26⁵⁄₁₀ cents per train mile.This is to be compared with the net revenue per freight train mile for the whole system of 63⁵⁄₁₀ cents.

The Board in *Canadian Freight Association* v *Cadwell, Sand and Gravel Co., 15 Can. Ry Cas., 156,* held that in the case of the movement of brick from Bradford, Pennsylvania, to Windsor, Ont., the Grand Trunk's division of the through rate amounting to $1.20 per ton for a distance of 230 miles was not unreasonable. The division in question worked out a ton mile rate of 5⁷⁄₁₀ mills.

The Board in *Canadian Freight Association* v.*Cadwell, Sand and Gravel Co., 15* tional Rate" Order, the spread on 10th-class between the 201-230 mile group and the 291-320 mile group is one cent for each 30-mile group. In the case above referred to, the proportional on a 10-class commodity was 6 cents. Stepping this on the basis of what has been given, there would be a step of half a cent for each 30-mile group,

i.e. an addition of 1⅔ mills for each ten mile haul. This would give a rate of 7½ cents per 100 on the extended mileage for a movement of brick falling within the 291-320 mile group.

Both brick and pulpwood are 10-class commodities, although they move almost exclusively on commodity tariffs. In point of value they are substantially the same. in the Cadwell case, the brick concerned was worth from $7.33 to 8.66 per ton. From the evidence at the hearing in the present application, pulpwood is $10.50 per cord. The evidence was concerned with the rossed pulpwood. The price per ton would, therefore, be $7 per ton.

Identity of classification rating and similarity in point of price would point to similar rate treatment, unless there are additional traffic conditions to be considered. One factor to be considered is the loading and consequent earning power.

The pulpwood, as has been indicated, loading 20.25 tons per car, gives, on the uncorrected mileage, and under the proposed arbitrary car mile earnings, 10·4 cents. In the Cadwell case, the brick loaded 29·3 tons per car. This would, on the rate of 7·5 cents for the extended mileage, give car mile earnings of 14·5 cents as against earnings of 10·4 on the pulpwood.

The rates as proposed are reasonable and should be allowed.

The contracts involved expire, some in August and others by November 1, 1915. In the hearing in the International Paper Case above referred to, application was lodged August, 1912. By consent, the matter was postponed to November 1, 1912. The matter was dealt with on February 24, 1913, and in order to afford a reasonable time for completing existing contracts the effective date was further postponed to August 15, 1913. That is to say, five and a half months extension was provided. In the present application, an extension to November 1, 1915, is reasonable. Subject to this provision, the tariffs in question may be allowed.

Chief Commissioner Drayton, Assistant Chief Commissioner Scott and Deputy Chief Commissioner Nantel concurred.

NORTH TORONTO GRADE SEPARATION.

Judgment, Chief Commissioner DRAYTON, August 6, 1915:

Application has been made by the Toronto Railway Company for leave to appeal from the Board's order directing that company to contribute to the cost of subway at Avenue road.

The application was opposed by the Canadian Pacific Railway Company and by the City of Toronto.

My view, as expressed at the hearing, is that leave should be granted. The position taken by those opposing the application was that, in so far as any questions arising under the agreement between the city and the railway company were concerned, the same questions had already been considered adversely to the applicant in the Ottawa Electric Railway Company vs. Ottawa and the Canada Atlantic Railway Company (5 C.R.C. 131.)

While it is true that the considerations submitted to the Supreme Court in that case were entirely similar to the questions which can be fairly raised in the present application, the agreements in question are not the same, and the Ottawa Electric Railway is a Dominion incorporation directly subject to the Board's jurisdiction, while the Toronto Railway Company is a provincial incorporation.

The parties were not agreed at the hearing as to the facts; and, as I had acted for the city at the time the question first arose, is would, of course, be entirely improper for me to pass one way or the other on any issues of fact which could be open to controversy, or indeed on any contentious legal question. Under such circumstances, the matter of the whole application was left to the learned Assistant Chief Commis-

sioner, who has since delivered a judgment covering the issues of fact raised on the argument for leave to appeal, that issue being as to whether or not the jurisdiction of the Board was exercised by it in the interest of public safety.

The counsel for the Toronto Railway Company strongly objected to the delivery of this judgment; and, after the application for leave to appeal had been made, also contested the accuracy of its findings.

My own view is that not only has the learned Assistant Chief Commissioner the right to deliver extended reasons for his judgment at any time he desires, but that it was his duty so to do in case any pertinent issue has not been covered in his previous reasons.

Under the Act, questions of fact have to be disposed of by the Board, and all accessory findings of fact should be made by the Board so as to relieve the justices of the Supreme Court from the consideration of all issues except the question of law submitted. I shoud also state that while the reasons for the Board's action in allowing the railway company to appeal, at the same time insisting on including in the case the recent judgment of the learned Assistant Chief Commissioner, here delivered by me, this is done owing to the fact that Mr. Scott was absent when the application for leave to appeal was made, but he has gone over the record, and the conclusions herein arrived at are his conclusions.

An order will therefore go in the folowing terms, giving the Toronto Railway Company the right to appeal on all the points of law which have been raised.

Assistant Chief Commissioner Scott concurred.

Order No. 24057.

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

In the matter of the application of the Toronto Railway Company for leave to appeal from the Order of the Board directing the said Toronto Railway Company to bear a portion of the cost of the subway at Avenue road, in the City of Toronto, constructed under the Order of the Board:

H. L. DRAYTON, K.C.
Chief Commissioner.

D'ARCY SCOTT,
Asst. Chief Commissioner.

Upon hearing Counsel for the Toronto Railway Company, the Canadin Pacific Railway Company, and the Corporation of the City of Toronto,

It is ordered

That permission be given to the Toronto Railway Company to appeal to the Supreme Court of Canada upon the following questions of law:—

1. Whether the Board had power to order the Toronto Railway Company to contribute to the cost of the construction of the subway in question.

2. Whether by reason of the terms of the agreement between the Toronto Railway Company and the City of Toronto, dated the first day of September, 1891, the Toronto Railway Company should have been ordered to contribute to the cost of the said subway.

3. Whether the Toronto Railway Company was entitled, under the said agreement, to have the City of Toronto furnish to it the said Company, for the use of the said Company in the exercise of its running powers, a street or highway known as Avenue road, including that portion of the said street where it is crossed by the tracks

of the Canadian Pacific Railway Company (either with the grade formerly existing or at the grade constructed under the Board's Order), and whether if such was the effect of the said agreement, the Toronto Railway Company should have been ordered to contribute to the cost of the said subway.

(Sgd.) H. L. DRAYTON,
Chief Commisioner,
Board of Railway Commissioners for Canada.

R. B. McCLEAN GRAIN COMPANY AND MILLING-IN TRANSIT PRIVILEGE.

Judgment, Chief Commissioner DRAYTON, August 6, 1915:

An application has been made by the R. B. McClean Grain Company, Limited, of Saskatoon. asking, in effect, that the milling-in-transit privilege be extended to the Government elevator at Saskatoon. In principle, the application also covers the Government elevators at Calgary and Moosejaw.

The present milling-in-transit, of course, only allows for the one stop-off, and the applicants were anxious that an additional stop-off be given, which would enable the farmers and grain dealers to have their grain treated and weighed at the Government elevator and then proceed in the easterly movement at the through rate plus the usual stop-over charge, instead of moving at the local rate, the effect of which would be, of course, to practically prevent the additional stop-off.

The case was heard at the recent sittings in Saskatoon, Calgary, and Regina, so that the facts might be developed, although the Board had already held that such a privilege is one which it has no jurisdiction to order, the Board's jurisdiction as to privilege being confined to questions of discrimination.

At the conclusion of the last hearing the Board requested the railways to take up the question with a view of providing a remedy, and Mr. Lanigan has now written stating that the railways have arrived at the following, which they believe to be the only practical solution:—

> "Grain stored in transit in Dominion Government interior elevators at Calgary, Moosejaw, and Saskatoon, and forwarded under transit regulations, will be granted an additional stop-off at any intermediate milling point for grinding only, in the direct line of transit to Winnipeg or Fort William, or points east thereof. An equivalent tonnage of the product thereof, when forwarded within a period of six months after receipt, may be waybilled at the balance of the through rate from such interior elevator point to destination after deducting the rate paid from the Government Elevator point to the milling point, plus one cent per 100 pounds for the additional stop-off."

I do not know that the solution requires any confirmation by the Board. It will, however, enable the business to obtain the two stop-overs desired.

The arrangement appears fair and equitable, and should be approved.

Mr. Commissioner McLean concurred.

Re TORONTO VIADUCT.

Judgment, Chief Commissioner DRAYTON, August 9, 1915:

At the last sittings of the Board in Toronto Mr. W. W. Vickers appeared as counsel for Mr. F. C. Clarkson, assignee for the benefit of the creditors of the Dominion Grain Company, Limited, Security Investments, Limited, and R. L. Dennison Taylor, and asked that an order be made setting aside the filing of plan against the property held by Mr. Clarkson as assignee, as above, the lands being particularly described in the petition under date of June 11, 1915.

The property in question with other properties is necessary to be acquired by the railways in carrying out their agreement to erect a viaduct on the water front in Toronto. The railway companies have, however, neglected to acquire the land in question which cannot well be handled by the assignee, owing to the filing of the plan, with the result that the assignee can do nothing, and with the further result that, as the property is heavily encumbered, the equity of redemption will disappear and the creditors obtain nothing whatever.

The railways excuse their default by stating that they have no money which will enable them to go on with the work. I hesitate very much to make the order. Owing, however, to the financial conditions resulting from the great war, and also decreased railway earnings, I am forced to admit that there are difficulties in progressing with the work at the moment, but it should go on as soon as possible, as it is also in the interest of all parties to the undertaking that the cost of obtaining the property and the carrying on of the work should be reasonable. As a matter of fairness, however, to the applicant, the order should go if he still desires it.

An effort has been made since the hearing to try and arrange the matter. This effort has been unsuccessful, and an order as asked may issue.

Mr. Commissioner McLean concurred.

APPLICATION OF THE LONDON RAILWAY COMMISSION UNDER SECTION 235, FOR AUTHORITY TO CONSTRUCT TEAM TRACKS ON THE NORTH SIDE OF BATHURST STREET FROM THE JUNCTION OF THE LONDON AND PORT STANLEY TRACKS ON BATHURST STREET NEAR BURWELL STREET EAST TO ADELAIDE STREET, AND A SECOND TRACK ON THE NORTH SIDE OF BATHURST STREET BETWEEN WELLINGTON AND RICHMOND STREETS; ALSO TO CONSTRUCT TRACKS ON THE NORTH SIDE OF BATHURST STREET FROM THE END OF THE TRACKS AT RICHMOND STREET WEST TO THAMES STREETS.

Judgment, Chief Commissioner DRAYTON, August 9, 1915:

The above application came on for hearing at a sittings of the Board held at London, July 15, 1915, at which the property owners who had been duly notified of the application were in part represented. Judgment was reserved and a view of the locus subsequently had.

I first deal with the application as to the construction of tracks on the north side of Bathurst street from the present construction of the London and Port Stanley Company easterly to and across Adelaide street, as shown on the plan filed and accompanying the application.

As has often been said, streets are about the last place to use as a railway right of way. In some cases, however, it appears necessary to depart from the usual principle. Here the municipality is in substance the railway company, and is desirous of subordinating its highway interests to those of its railway. The municipality is the owner of the highway that it is proposed to occupy in part with tracks and the usual considerations accompanying applications of this character certainly to a large extent do not apply.

A property owner opposing the application largely interested is the Grand Trunk Railway Company, which owns the property on the north side of the street where it is proposed to lay the track. The company claims its property will be depreciated and all proper access from the highway cut off. On the view, the representatives of the London Commission stated that the track could be laid at a distance of 16 feet from the line of the company's property, which would afford a reasonable access. I am of opinion that the company's property is not of such a character that the construction of this track would injure it, and would authorize its construction subject to the condition that no rail be laid within a distance of sixteen feet south of the street line.

Mr. G. S. Gibbons, appearing for various property owners, opposed the construction of tracks on the highway. Those of his clients called being interested in property on Bathurst street from Richmond street westerly to Thames street. The first objection taken by Mr. Gibbons was based on the fact that no by-law had been passed by the Municipal Council, and that in the absence of such a by-law, the Board was without jurisdiction. The section in question (235) is as follows:—

> "Subject to the company making such compensation to adjacent or abutting landowners as the Board deems proper, the railway of the Company may be carried upon, along, or across an existing highway upon leave therefor having been first obtained from the Board as hereinafter authorized: Provided that the Board shall not grant leave to any company to carry any street railway or tramway, along any highway which is within the limits of any city or incorporated town, until the company has first obtained consent therefor by a by-law of the municipal authority of such city or incorporated town."
>
> "2. The company shall, before obstructing any such highway by its works, turn the highway so as to leave an open and good passage for carriages, and, on completion of the works, restore the highway to as good a condition as nearly as possible as it originally had.
>
> "3. Nothing in this section shall deprive any such company of rights conferred upon it by any special Act of Parliament of Canada, or amendment thereof, passed prior to the twelfth day of March, one thousand nine hundred and three. 3 E. VII, c. 58. s. 184."

Since the hearing, I have gone over a considerable portion of the London and Port Stanley Railway. It is not a street railway, nor can it be said that it is being operated as such. It is true, of course, that its system is electrified, but any resemblance to a street railway then ceases. The track then that the London Railway Commission desires to lay is not subject to the proviso. It may be also noted that as a matter of fact the track is only desired for the purposes of properly serving the industrial district adjacent, and is for the present being built for freight purposes only.

Mr. Gibbons made a further legal objection based on the provision of the Public Utilities Act, R.S.O. 197, to the effect that before any by-law can be passed by a municipal council granting any corporation or other person the right to use this highway, the by-law must first be submitted to the vote of the electors.

In view of the manner in which the first objection has been dealt with, no by-law is necessary. No grant of any municipal franchise is made. In any event, I am of the opinion that the provision has no application in the present instance. There is no grant to any outside interest so to speak. The London Railway Commission has no beneficial interest in the railway, and to all intents and purposes could well be looked on as a sub or perhaps special branch of municipal activity exercised for the benefit of the municipality and its ratepayers.

While as a usual thing railways on streets are very detrimental, after viewing the locus, I don't think the property can fairly be described as residential. It is rather industrial in character; and, in my opinion—an opinion shared by at least some of the property owners appearing before the Board—is worth more when applied to business purposes. Undoubtedly, to a large extent industrial or business properties are worth more with railway facilities than without. Such facilities the proposed track will supply.

Upon its appearing at the hearing that it was proposed to lay only one track, and that the track on the highway would not be used for storage purposes, several property owners modified their objections. The track also must be either planked or paved between the rails and to a distance of eighteen inches on either side, so as not to prevent the free use of the highway. Sir Adam Beck also undertook that cars would not be loaded on the highway.

Under all the circumstances, I am of opinion that the application should be granted and the track from Richmond street to Thames street authorized, the order to embody the above conditions.

Should the spur be at any time operated in such a way as to prevent proper access to properties or in any objectionable manner, as some of the property owners fear, complaint can at any time be made to the Board.

Mr. Commissioner McLean concurred.

COMPLAINT OF THE SASKATCHEWAN BRIDGE AND IRON COMPANY, LIMITED, OF MOOSEJAW, SASK., AGAINST FREIGHT RATES ON STEEL.

Judgment, Mr. Commisioner McLEAN, August 30, 1915:

The applicant desires to tender for a bridge at Calgary. The situation is that steel is brought from Pittsburg via Minnesota Transfer (St. Paul) over the Soo Line to Moosejaw, where it is fabricated and then shipped on to Calgary. He complains that he is at a disadvantage of 12 cents as compared with the movement via Winnipeg. Steel is shipped from Pittsburg via Minnesota Transfer to Winnipeg, and thence shipped to Calgary. The rate situation is as follows:—

	Cents.
Pittsburg-Minnesota Transfer (Commodity	38·2
Minnesota Transfer-Winnipeg (Class)	32
Winnipeg-Calgary (Class)	56
Through	126·2
Pittsburg-Minnesota Transfer (Commodity)	38·2
Minnesota Transfer-Moosejaw (Class)	64
Via Portal (Soo Line).	
Moosejaw-Calgary (Class)	36
Through	138·2

DIFFERENCE AGAINST MOOSEJAW—12 CENTS.

Omitting the movement from Pittsburg to St. Paul which is common both to the movement to Winnipeg and Moosejaw, the situation is that the total mileage from St. Paul to Calgary, via Winnipeg, is 1,295 miles; and from St. Paul to Calgary, via Moosejaw, it is 1168 miles; that is to say, the movement by way of Winnipeg is 127 miles longer.

The rate from St. Paul to Winnipeg is 32 cents. While the distance from St. Paul to Winnipeg is 458 miles, the rate is not made on that distance. The policy of the American lines is to give Minneapolis and St. Paul the same rate as Duluth. Duluth is 397 miles from Winnipeg consequently the St. Paul rate is made on this shorter mileage. The "town" tariff rate is not applicable on the movement from St. Paul to Emerson, nor is it applicable on the movement from Emerson to Winnipeg. If it had been applicable for the distance of 458 miles, the rate would have been 37 cents. If the traffic were moving the same distance in Canada between two points covered by the prairie scale, and if neither of these points was a "town" tariff point, the rate on the prairie mileage scale would be 44 cents. It is thus apparent that as the result of the Duluth rate controlling the St. Paul rate, the actual rate is 5 cents less than would have applied on the actual movement from St. Paul if the Canadian "town" tariff rate had been applicable, and 12 cents less than would have been the case had the Canadian standard prairie scale applied.

From Moosejaw to Calgary, the distance is 438 miles. The "town" tariff rate applies. Consequently, in respect of the movement out of Winnipeg and a movement out of Moosejaw, both are on the same basis, subject, of course, to the effect exercised by the tapering of the rate on the longer haul.

On the movement from St. Paul to Moosejaw, the "town" tariff rate does not apply. Of the total distance of 730 miles between these points, 168 miles, that is the distance between North Portal and Moosejaw, is within Canada. On the 562 miles from St. Paul to the boundary, a higher rate basis applies than on the movement from Winnipeg. There is no "town" tariff from North Portal; and even if there were the advantage of the "town" tariff would not be applicable unless the steel were stopped in transit at North Portal to be fabricated and shipped beyond. It may be noted that the rate charged is two cents higher than would be the case on the same mileage under the standard prairie scale.

To sum up the matter, the situation when analyzed is as follows:—

1. There is a low rate basis into Winnipeg which is brought about by the policy of the American lines in making the Minneapolis and St. Paul-Winnipeg rate on the basis of the shorter mileage via Duluth. This rate is divided on percentages, and for the distance of 66 miles from Emerson to Winnipeg the Canadian carrier receives 32½ per cent of the rate, or 10·4 cents. At the same time, the haul by the Canadian carrier represents 14 per cent on mileage. The rate being controlled as indicated, it happens that the division received, viz., 10·4 cents is practically identical with the "town" tariff rate for the same distances, viz., 10·5 cents.

2. On the movement from St. Paul to Moosejaw, the factor of a correlated shorter mileage point is not present to hold down a portion of the rate.

3. On the movement from the Canadian boundary at North Portal to Moosejaw, a distance of 168 miles, no "town" tariff is applicable. On a movement of the same distance from a Canadian point into Winnipeg, no "town" tariff would be applicable.

4. On the movement via Winnipeg, the "town" tariff is effective from Winnipeg to Calgary, a distance of 837 miles. On the movement via Moosejaw, the "town" tariff is effective only from Moosejaw to Calgary, a distance of 438 miles.

5. Of the movement to Moosejaw, 562 miles is within United States territory. The rate is higher than in Canada.

The situation is, then, that for a haul of 730 miles to Moosejaw, the rate charged is higher than it would be under the Standard mileage of the prairie scale. There is no difference in rate treatment in respect of movements in Canada as between similar movements into and out of Winnipeg on the one hand and into and out of Moosejaw on the other. There is a higher rate basis on the haul in the United States. Here the Board has no jurisdiction.

Chief Commissioner DRAYTON concurred.

Re DRAFT ORDER GRANTING COMPULSORY CONNECTION OF INDEPENDENT TELEPHONE COMPANIES' LINES WITH THE BELL TELEPHONE COMPANY'S LINES FOR LONG DISTANCE MESSAGES.

Judgment, Assistant Chief Commissioner SCOTT, September 2, 1915:

This matter has been before the Board for some time. The powers and duties of the Board, under the statute, were laid down by the late Chief Commissioner Mabee in a judgment of his delivered orally at a sittings of the Board in Toronto on the 10th day of May, 1911 (evidence volume 128, pp. 3840, *et seq.*), in which he dealt more particularly with the conditions at Ingersoll where the Ingersoll Company desired compulsory connection with the Bell Telephone Company, and which is part of this case.

The late Judge Mabee's judgment has not been set aside or overruled, and while the method of ascertaining the compensation to be paid the Bell Telephone Company for compulsory connection is to be varied by this Board, the construction of the law and the principles laid down by the late Chief Commissioner are still followed.

The parties interested in this case have spent a good deal of time and have been at much pains in an endeavour to agree on terms and conditions which the Board might embody in the order it contemplates issuing in this matter.

At a sittings of the Board on the 25th March last, it appeared that the parties had agreed upon all the clauses of a draft order, except clauses 6 and 7. The independent companies desire to have these clauses read as follows:—

> 6. No surcharge or other charge, save the ordinary long-distance tolls, shall be made by the Bell Company to a municipal corporation, independent company, or system, which is non-competing; nor for districts of such, which districts are non-competing.
>
> 7. In the case of competing companies and systems, each such competing company or system shall pay to the Bell Company the following annual charges, payable half yearly in advance from the day of connection hereunder, namely:—
>
> (*a*) The sum of $100 so long as such company or system has not more than 250 subscribers in competitive districts.
>
> (*b*) The sum of $200 so long as such company or system has over 250 subscribers, but not more than 600 subscribers in competitive districts.
>
> (*c*) The sum of $300 so long as such company or system has more than 600 subscribers in competitive districts.

The parties are agreed on the wording of clause 6, down to the word "non-competing," which is the fourth word in line 4. The remaining portion of the draft clause is desired by the independent companies, but opposed by the Bell Company.

Both these clauses introduce the question of competition between the independent company that applies for long-distance connection and the Bell Company. I cannot see how this Board is concerned with the question, whether the company applying for connection is or is not in competition with the Bell. If the companies are unable to agree, then according to the statute the company desiring the connection may apply to the Board and we have power to order the connection upon such terms as to compensation as the Board deems just and expedient. It is where the companies do not agree that we must fix terms. There is nothing said in the statute about competition between the companies. I do not think it is incumbent upon us in fixing the terms of the order to decide what is competition or when it exists. What the Board is concerned with in such an application, is settling the terms on which connection shall be given, the parties having been unable to agree. The jurisdiction is initiated not by the reasons for lack of agreement, but by the fact that agreement cannot be arrived at.

At the same time clause 6 is not a clause which is being ordered by the Board, nor is it in strictness a clause which would come within the scope of the present order. It is, however, desired by the applicants, and there is agreement between the parties as to the language used in respect of a portion of the clause. There is nothing to prevent the parties so agreeing, although the jurisdiction of the Board is as above set out. The portion of the clause to which the parties are not in agreement, viz., "nor for districts of such, which districts are non-competing," should be stricken out. This portion of the clause as it stands means that in case of dispute there will be an appeal to the Board to determine what districts are non-competing; but the jurisdiction of the Board is as has been pointed out above. Subject to this understanding, clause 6 may be placed in the order as follows:—

> "On the request of the applicants, the Bell Company agreeing thereto, it is agreed that no surcharge or other charge, save the ordinary long distance toll, shall be made by the Bell Company to a municipality, corporation, independent company, or system which is non-competing."

If we order compulsory connection it will be upon the terms of our order, and the Bell Company cannot make any charges, which will not be authorized by this Board, for the service it would be called upon to perform.

Clause 7 should be amended by eliminating all reference to competitive districts. In my view clause 7 should read as follows:—

> Each of the applicants so connected shall pay the Bell Company the following annual charges, payable half-yearly in advance, from the date of connection hereunder, namely:—
>
> (*a*) The sum of $100 so long as such company has not more than 250 subscribers.
>
> (*b*) The sum of $200 so long as such company has over 250, but not more than 600 subscribers.
>
> (*c*) The sum of $300 so long as such company has more than 600 subscribers.

It was pointed out at the hearing in March last that the applicant company should be limited in the number of its points of connection, and it was agreed that the following clause should be inserted in the order:—

> "That the applicant company shall for the above annual fee be entitled to only three points of connection; for each additional point of connection the annual payment should be fixed on the basis of the above schedule, having regard to the number of subscribers covered by such additional connection."

I think an order should now issue on the lines of the draft before the Board, modified as I suggest.

Deputy Chief Commissioner Nantel and Commissioners McLean and Goodeve concurred.

Judgment, Chief Commissioner DRAYTON, Sept. 3, 1915:

The issues in this case involve the consideration of the rights of the Bell Telephone Company, the so-called independent telephone companies, and the public.

I very much regret to be unable to agree with my learned colleagues and with the learned late Chief Commissioner, Mr. Justice Mabee, as to the manner in which long-distance connection between the Bell Telephone Company and other telephone companies should be considered.

The gist of the whole matter lies in the question of compensation which the former order gave and which a proposed order in another form will give the Bell Telephone Company.

I entirely agree that the long-distance connection with competitive independent companies is disadvantageous to the Bell Company and is advantageous to the independent companies. Perhaps the best evidence of the fact is that the independent companies appear to ardently desire and urgently press their claims for the connection, and the Bell Telephone Company, with equal insistence, opposes it. I have no doubt that both companies know their business well and are following their own interests.

The issue of this question cannot be more clearly put than by the learned late Chief Commissioner in his judgment in the Ingersoll case; and the experience of the Bell Company since connection was there made corroborates the results that he expected to flow from the connection.

With the greatest deference, however, I am of the opinion that damage to the business of the Bell Telephone Company resulting from the more advantageous service that the Independents can offer after the connection is made, is not a question that this Board is concerned with.

As I read the section of the Act dealing particularly with the question, the compensation which the Board deems just and expedient, and may order and direct, is

compensation for the actual use, connection, or communication—for the actual facility supplied and for its subsequent use—and cannot be construed so as to include compensation for loss in business which the Bell Telephone Company may experience as a result of the operation of the Independent Companies after the subscribers of such companies may have the benefit of long distance connection.

The possible loss of the Bell Telephone Company is the same in character as that suffered by the railway company first on the ground and enjoying the business of any particular industrial area, and which under the appropriate sections of the Act as to interchange tracks and interswitching practice, finds that business in part at least taken from it. The remarks of the learned late Chief Commissioner, Mr. Justice Killam, in his judgment in the London Interswitching Case, I think applicable. He says:—

> "With the progress of invention, new enterprises are continually supplanting or injuring old ones to the ruin or loss of those interested in the former. Railways have not only directly affected in this way former modes of transportation, but they have also been instrumental in building up particular localities or enterprises at the expense of others. It has never been the policy of the law to afford compensation for losses thus occasioned. When the legislature authorized the construction of new lines of railway in competition with those formerly existing, this is not done with a view to benefit the promoters of a new line or to injure those interested in the old ones, but solely for the public good.
>
> "The provisions of the Railway Act which require railway companies thus to interchange traffic at connecting points are introduced, not for the purpose of benefiting one railway company at the expense of another, but solely in the interest of the public. The law cannot recognize anything in the nature of a good will of the business of either railway company thus affected, for which another should give compensation. In my opinion, the division between railway companies of the joint rates for traffic thus interchanged should be made upon the principle of giving reasonable compensation for the services and facilities furnished by the respective companies in respect of the particular traffic thus company or the other at particular points or the respective advantages which each can offer to the other there, or a comparison of the loss which the one is likely to sustain with the gain likely to accrue to the other from the giving of the facilities which the law requires.

It must be borne in mind that the general scheme of the Act, in so far as the question considered by the learned Chief Commissioner in the above judgment, would apply to telephone companies; telephone companies subject to the legislative authority of the Parliament of Canada being bound by the provisions of section 317 of the Act, the section considered in the London case. The Bell Telephone Company would appear bound to afford the subscribers of the Independents just as much as members of the general public that may seek to go into a long distance station that the Bell Telephone Company at its own expense provides, all reasonable and proper facilities for the forwarding of telephonic messages—a service which must be performed without discrimination or preference.

Under subsection 4 of the same section, telephone companies under the jurisdiction of the Board are, in my mind, so obliged to arrange their facilites, i.e., wires, in cases where their telephone wires are approached by the wires of other companies, in such a manner as to give no obstruction to the public desirous of using the joint system as a continuous line of communication.

It is but fair to point out that the parallel that I draw is subject to the fact that Section 228 gives power to the Board to order interchange in different language to the section giving the Board jurisdiction to order the long distance connection between

telephone companies and that the discretion of the Board as to terms may not be as broad as in the case of telephone connection.

I am, however, unable to read even the somewhat extended clause here applicable as creating a new and novel law of compensation covering the business losses suffered by one public service corporation as the result of competition with another public service corporation.

It must also be borne in mind that the losses which may occur to the Bell are not in connection with the long distance business, (the effect of connection, speaking generally, tends to increase it), but result from the loss of local subscribers and their annual rents.

I much regret the result, not only because I am unable to agree with my learned colleagues, but also because I fully appreciate the evils of telephone duplication. With Government regulation this duplication is merely a waste of money. Two services can never be maintained in a district as cheaply as one; and the duplication simply makes for public inconveneince. In my mind, no telephone company whether Bell or Independent should be allowed to construct in territory already served by another.

Telephone rates and charges are subject either to the jurisdiction of this Board or of the appropriate Boards in the different provinces. The experience has already been had in Ontario in at least one municipality that when the Bell Telephone Company's business has been lost, as a result of popular sympathy for and support of the local institution, that after the local telephone company has sole possession of the field, the rates go up. It may also be noted that the rates of the Bell Telephone Company, subject as they have been to commission regulation, compare very favourably with rates charged on Government systems. So far as rates are concerned, competition in the telephone business seems unnecessary.

EXTENSION OF BIRCH AVENUE, HAMILTON.

Judgment, Chief Commissioner DRAYTON, September 4, 1915:

In the year 1911, the corporation of the city of Hamilton desired to extend Birch avenue from the belt line of the Hamilton Radial Electric Railway Company through Sherman inlet.

In order to make the civic improvement, it became necessary to relocate the tracks of the Radial Company; and, the matter having been taken up by the municipal authorities with the Radial Company, order No. 15241 was made by the Board on the consent of both parties; and this order is the only evidence of agreement between the parties on file with the Board.

Under the terms of the order, the city was obliged to construct the proposed extension of Birch avenue from its present northerly terminus to Gilkinson street, and to fill in to grade level of the then existing right of way of the Radial Company those portions of Sherman inlet which would be occupied by the relocated lines of the company as shown on the plan.

The order further provided that on the completion of the filling in of the relocated line, the Radial Company should, as soon as the right of way was in the opinion of the Chief Engineer of the Board permanently safe, construct its tracks upon the relocated line between Brant street and the main line of the Grand Trunk Railway Company; and thereafter to convey and give to the city corporation possession of that part of the former right of way coloured red, as shown on the plan. The order deals with other questions which are not at present necessary to consider.

The city corporation having completed the filling in of that portion of Sherman inlet necessary for the new radial right of way, required the company to lay its tracks upon it as contemplated by the order; and, the Radial Company refusing so to do, the city made application to the Board for an order directing the company to construct

the relocated line, and to hand over possession of the portion of the old right of way that the city became extended to.

As a result of this application, which was opposed by the Hamilton Radial Electric Railway Company on the ground that the filling on Sherman inlet was not sufficiently consolidated to permit of construction on it, order No. 23219 was made, directing the Radial Company to relocate its tracks as provided by the original order, but throwing upon the city the responsibility of maintaining the new location, until such time as, in the opinion of the Chief Engineer of the Board, it should be relieved from such responsibility.

In conformity with this last order, the Radial Company has laid a large proportion of the necessary new tracks, but has been unable to complete the work, owing to the fact that the tracks of the Toronto, Hamilton and Buffalo Railway Company cross a portion of the right of way belonging to the Radial Company, by means of an overhead bridge, the bents of which, while located in such manner as to be no obstacle to the proper operation of the Radial's cars on the old layout nevertheless prevent the new scheme being carried into effect; and the Radial Company, by its application of May 13, 1915, asks for an order directing the Toronto, Hamilton and Buffalo Railway Company to reconstruct its timber trestles, so as to accommodate the tracks as they are to be laid under the relocatiaon scheme.

The Toronto, Hamilton and Buffalo in its answer claims that the present construction is good and sufficient, and that this reconstruction is merely asked for the purpose of enabling the Radial Company to carry out its arrangements with the city corporation; and that if the company is directed to reconstruct the bridge on the Radial's application, the expense of reconstruction should be borne by the city of Hamilton or by the applicant company.

The answer further points out that the company is senior to the City at the crossing, and that the original Order was made on the application of the City, which was at its own expense to carry Birch avenue extension beneath the railway tracks by means of a subway.

The case was heard at a session of the Board held in Hamilton, July 17, 1915. It was then contended, on behalf of the railway companies, that the scheme was entirely a matter of civic improvement, and that as the bents of necessity had to be moved in carrying out that scheme, the whole cost should be on the City Corporation.

It is quite true that the re-arrangement is the result of civic action and is only necessary as part of the scheme for civic improvement. It might well be that if the matter was open for consideration that apart from other possible considerations of which the Board is not now seized, the cost might have been put upon the City. The agreement between the Radial Company and the City as evidenced by Order No. 15241 does not throw upon the City Corporation in general terms the cost of the work. It does compel the City to do certain specific things, but it does not bind the City to be at the expense of doing other work which may subsequently become necessary.

It is impossible for the Board to say whether or not the changing of these bents was considered. If they were not considered, they should have been, as it is obvious that the change was necessary. In any event, in face of the apparent difficulty, no obligation was thrown upon the City to change them, or to be at the cost of changing them. On the other hand, without any stipulation protecting itself in this regard, the Radial Company agreed, on the performance of conditions which have been performed, to relocate its line. I am, therefore, of the opinion that the City Corporation cannot be asked to contribute to this cost.

Then as between the Radial Company and the Toronto, Hamilton and Buffalo Railway Company. Admittedly the Radial Company is senior at this point. Not only is it senior as a matter of crossing, but the construction of the Toronto, Hamilton and Buffalo Railway is desired now to change, is located upon the property of the Radial Company.

The request which the Radial Company now makes for the re-arrangement of these bents is reasonable. It is simply putting its own property to a reasonable and proper use, and the Toronto, Hamilton and Buffalo Railway Company must re-arrange the bents of this bridge in the manner in which the Hamilton Radial Electric Railway Company desires. The work must be undertaken and finished by the Toronto, Hamilton and Buffalo Railway Company within sixty days,—at its own expense, and in accordance with the plan filed by the Radial Company and numbered E. 557.

Mr. Commissioner McLean concurred.

Re JAVA FLAG STATION.

Judgment, Chief Commissioner DRAYTON, September 7, 1915:

Petition has been lodged with the Board requiring the issue of an Order directing the Canadian Pacific Railway Company to make Java a flag station for trains going east in the morning.

The question has been gone into with the railway company as well as with the applicants.

Java is located on the main line of the Medicine Hat Subdivision and is the junction point where the Empress Subdivision connects with the Medicine Hat Subdivision. No agent or operator is stationed at the point. The Board's inspector reports that there is no town of any kind, the only people living in the district being on farms. The residents of the district now have available to them Beverly Station on the main line, a distance of 2·7 miles from Java to the west, and Swift Current 6·0 miles to the east.

Under such circumstances the Board would not be justified in ordering the company to stop through passenger trains at this point. The Board's inspector reports the roads are good and there seems to be no reason why, in view of the facilities already existing both at Swift Current and Beverly, the order should be made.

The residents of the district, however, are also interested in the service on the Empress Subdivision. Contour on the Empress Subdivision is 6·9 miles from Java Junction on the one side, and Swift Current 6 miles on the other. The company can be reasonably required to stop their mixed trains No. 668 and 669 on the Empress Subdivision, at Java. This question has already been taken up with the company, and if necessary a formal order will be made carrying the direction to stop these mixed trains operating on the Empress Subdivision into effect.

Mr. Commissioner Goodeve concurred.

APPLICATION OF THE VILLAGE OF MONT LAURIER, QUE., FOR CROSSINGS OVER THE LINE OF THE CANADIAN PACIFIC RAILWAY COMPANY.

Judgment, Chief Commissioner DRAYTON, September 9, 1915:

This application, which is signed by a large number, states that the applicants are the owners of certain lots of land to the east of the village, that the Canadian Pacific line isolates the lots completely from the village, and that public crossings are necessary. The crossings are asked to be established by the Board at Ouellette, Des Belges and Lafontaine streets.

The railway company in its answer to the application states, that having gone into the matter very carefully, the crossings proposed would be in dangerous locations and should not be granted; and the crossings would be situated less than 200 feet east of the switch and that those using it would be exposed to the risks involved in any switching movements over it; and that the other crossings would be practically through the centre of the yard and would be equally dangerous. The company further submits that the application is prompted with a view to the prospective development of the

property in the vicinity the streets for which the additional crossings are requested, and that at the present there is no need of the crossings for the accommodation of the public. The company also submits that if a crossing is allowed it should be an underground crossing and at the expense of the municipality.

An inspection of the *locus in quo* has been made. To the east of the track, (the district that it is sought to serve by the crossings), there are at present thirteen houses, and a number of other building lots have been sold on which at the present no improvements have been made. A stone quarry is also situated in the same district and there appears to be considerable traffic to and from the quarry. The present and only means of access to the territory in question is by way of what the Board's engineer reports to be a private crossing immediately north of the station. The crossing appears to have been one which was put in for farm purposes only. It is a dangerous point necessitating the crossing of three tracks. The view of the track is also obstructed by the station on one side, and cars on the siding on the other. It would appear to be a much more dangerous way of crossing the tracks than would a proper highway crossing at a point where only one track would be crossed.

The public should also have access to the property to the east over a highway instead of depending entirely on the possibly continued use of the so-called private way dangerous as it is described to be.

On the other hand the public interest does not require crossings at the three streets that have been asked. Ouellette street lies betwen Des Belges and Lafontaine streets which are only distant on either side from it a matter of 250 feet.

I am of the opinion that the application must be refused in so far as Lafontaine and Des Belges streets are concerned, but that an order should go for the establishment of a highway crossing at Ouellette street where only one track will be crossed. The crossing will be new public right over the privately owned right of way of the company and the cost, therefore, of its construction and maintenance must be borne by the municipality. With the opening of a proper crossing at Ouellette street that crossing should be used by the public in place of the present so-called private crossing. The work to be done to the satisfaction of an Engineer of the Board and the Board's regular standard requirements.

Reported in 18 Can. Ry. Cas. 387. Concurred in by Deputy Chief Commissioner Nantel.

COMPLAINT OF THE BRIGDEN BOARD OF TRADE, PER W. B. LARROTT, AGAINST INCONVENIENCE TO THAT DISTRICT CAUSED BY NEW SCHEDULE OF TRAINS ON THE LOCAL BRANCH OF THE M. C. RY.

Judgment, Mr. Commissioner McLean, September 4, 1915:

Complaint was made that instead of having a first-class passenger train on the branch in question, which is the St. Clair branch, there are now two mixed trains. Complaint was also made that the change in train service between St. Thomas and Brigden was unsatisfactory.

Prior to May 3, 1915, the service had been as follows:—

Eastbound.

Passenger train 8.33 a.m., St. Thomas 10.30 a.m.
Mixed train 11.55 a.m., St. Thomas 3.50 p.m.
Mixed train 5.27 p.m., St. Thomas 8.10 p.m.

Westbound.

Passenger train leaving St. Thomas 3.30 p.m., Brigden 5.27 p.m.
Mixed train leaving St. Thomas 6.30 a.m., Brigden 9.21 a.m.
Mixed train leaving St. Thomas 8.40 a.m., Brigden 12.55 p.m.
All daily except Sundy.

By the time-table which was to be effective June 27, the service was as follows:—

Eastbound.

Mixed train 7.55 a.m., St. Thomas 10.45 a.m.
Mixed train 1.30 p.m., St. Thomas 5.35 p.m.

Westbound.

Mixed train leaving St. Thomas 3.30 p.m., Brigden 6.00 p.m.
Mixed train leaving St. Thomas 5.30 a.m., Brigden 9.50 a.m.

Complaint was also made that the hour at which the train arrived at Brigden in the evening interfered with the mail service, that it was impossible to get business correspondence attended to and mailed out the next morning, with the result that mail was thrown over 24 hours.

The reduction in the service is due to reduction in traffic.

The return covering the period from September, 1913 to May, 1915, inclusive. shows for the month of May, 1915, passenger train mile earnings on trains, Nos. 100 and 101, which were straight passenger trains, of 28 and 31 cents respectively. Trains Nos. 102, 103, 104, and 105, which render a mixed service, show during the same period passenger train mile earnings of 9, 11, 12, and 1 cents respectively. During the year covered by the Government Railway statistics for 1914, the average passenger train mile earnings for the system were $1.71.

From January to June, 1915, the total revenue for passenger business for the whole branch was $8,889.94. During the month of June, 1915, the total number of passengers carried was 3,479, with total earnings of $1,409.12, and earnings per mile run of 21 cents. For the period from July 1 to July 15, inclusive, 1,951 passengers were carried with earnings of $870.54, which gave earnings per mile run of 25 cents.

The Board took up with the Post Office Department the question of improving the mail service, by having a closed bag service on the eastbound train which is due to pass Brigden at about 1.30 or 2 p.m. The matter has been gone into by the Post Office Department, which advises that the additional expense of such service would not be justified.

In view of the existing condition of passenger business on this branch, the Board is not justified in directing at present an extension of the service.

The Board's operating department has gone into the question of readjusting the time of arrival and departure. Readjustment has now been made. The train service as it now exists effective August 12, is as follows:—

Eastbound.

Mixed, Brigden 8.03 a.m., St. Thomas 10.40 a.m.
Mixed, Brigden 2.25 p.m., St. Thomas 6.40 p.m.

Westbound.

Mixed, leaving St. Thomas 6.30 a.m., Brigden 10.40 a.m.
Mixed, leaving St. Thomas 3.20 p.m., Brigden 5.42 p.m.

On full consideration of the traffic offering, the Board does not see how this can at present be improved upon.

Chief Commissioner Drayton concurred.

Re RATES AND PANAMA CANAL.

Judgment, Chief Commissioner DRAYTON, Sept. 15, 1915:

The Grand Trunk, Grand Trunk Pacific, Canadian Northern and Canadian Pacific Railway Companies have submitted a statement relative to the effect of the Panama competition on American and Canadian transcontinental traffic.

There is no question whatever as to the reality of the trade competition and the dislocation of the general traffic on transcontinental business resulting from the operation of the canal.

The statement of the railways is entirely endorsed by the Canadian Manufacturers' Association and the boards of trade of Toronto and Montreal.

There is no doubt whatever but that rates which the railway companies may make for the purpose of enabling manufacturers and shippers in Ontario and Eastern Canada generally to continue to do business as in the past appears to be a national necessity. Whether such rates are or are not put in, is a matter entirely for the railways. They cannot be ordered by the Board. If, however, the railways put such rates into effect, they will not be considered as rates reflecting in any degree the measure of the reasonableness of the service, but rates which have been put in simply and solely for the pupose of enabling business to move as heretofore from the east to the west. The Board does not now take any action which will in any way prejudice any application being made in the future by any interested shipper or locality to have the proposed rates set aside on the ground of any discrimination or unfairness that may be shown, but on such application the Board will not consider, as has already been pointed out, the proposed rates as rates which should govern the general rate situation or afford the slightest index as to the reasonableness of rates charged between points not affected by the Panama competition. In other words, the issuing of the new tariff is to be taken as without prejudice to the railways' position in any future application.

Deputy Chief Commissioner Nantel and Mr. Commissioner Goodeve concurred.

Judgment, Mr. Commissioner McLean:

The disposition herein made should be without prejudice to the positions which may be advanced by any of the parties interested. On this understanding I see no objection to the railways filing the proposed tariffs, it being at the same time clear that the sanction of the Board is not a preliminary requisite to such action, and that no rights which the parties interested or affected may have under the statute are interfered with.

APPLICATION OF THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY, UNDER SECTION 258 FOR THE APPROVAL OF ITS PROPOSED PASSENGER AND FREIGHT STATION AT NORTH BAY, ONT.

Judgment, Chief Commisioner Drayton, September 22, 1915:

This case was heard at a sittings of the Board held in Toronto on July 16, 1915.

While the company's application on its face merely called for the approval of its proposed passenger and freight shed, the matter became complicated by the position taken by the company at the hearing. The company's Counsel stated:—

> "I think there is very little objection to the plans. I understand they are the standard plans of stations and freight sheds and sufficient for the purpose intended. There is, however, something that stands in our way before we start to construct, assuming the Board approve, and that is that under an agreement with the Town of North Bay made in August, 1913, there is a clause, number 11, which reads as follows:—
>
> "The company further covenant and agree that no shunting or make-up of trains shall take place between Front street and Fisher street."
>
> " . . . . . "
>
> "We always read that clause 11 to mean the prohibition of shunting or make-up of trains, that is shunting incidental to the making up of trains. We never contemplated and never thought it would be insisted upon that it would inhibit any movement of care within that designated area."

Counsel further stated that if the Town insisted upon the clause, the company would have to withdraw the application.

The record in part further reads as follows:—

"THE CHIEF COMMISSIONER: You have the right to spot a car. We distinguish always between spotting and shunting. I do not suppose Mr. McKay for one minute wants this, that no merchant can ever get a car on this line, but he does want to see there is no movement for the making up of trains, shunting or anything else."

"Mr. RUEL: This is an agreement I submitted to North Bay as a solution of the trouble between us, and for the life of me I cannot see where it is unreasonable, and I am quite prepared that all the clauses in the agreement should be put into an Order of the Board."

"THE CHIEF COMMISSIONER: Why should you get anything more than you have got there now? Why not leave it as it is? What is your idea about spotting a car for a man who needs it, Mr. McKay?"

"Mr. McKAY: No difficulty at all, but we are not going to have a freight yard there, and we are not going to have that whole section ruined. The distinct condition made at the time by the Town was: There will be nothing but a movement through and an ornamental station there."

"Mr. RUEL: That is a misstatement."

"Mr. McKAY: Please do not say that. I was there."

"Mr. RUEL: Mr. Phippen was there. That statement is not down."

Mr. McKay's position, who appeared for the Town, was very clear. With reference to the clause of the agreement he said:—

"The Town of North Bay insists. We do not think that a written agreement, made after a number of applications before the Board time and again, every clause of it considered, and a great deal of controversy backwards and forwards, is to be rubbed out simply because the Canadian Northern Railway say: We do not understand the English language according to its use."

And again:—

"You would never have got that location in that section of North Bay but for that agreement. Not only the Town, but the Government and the Normal School and other interests were opposed to the location, and you would never have got that location approved if that clause had not been put in. The idea of turning a residential section of North Bay into a freight yard!"

The issue between the parties is certain and defined. The controversy is not as to the site of the station or freight shed but has to do with the subsequent development of a freight yard at this point and the consequential nuisance of shunting,—the Canadian Northern desiring to have a free hand, and the Municipality insisting on the agreement.

Although it was pointed out at the hearing that there was a distinction between spotting cars and shunting them, so that the clause inhibiting shunting would not prevent the placing of a car for any industry which might require it for the placing of cars for loading or unloading at the freight shed, on the Board's refusal to set aside the contract, the company withdrew the application.

The question has been subject to further negotiations between the company and the municipality; and, the municipality insisting on its position, the company has applied to the Board for reinstatement of the application and that a definite ruling be made upon it.

The Board will not, on the application of the company set aside the agreement, either in whole or in part.

Whatever may be the position as to the public right to use railway facilities and the statutory duty of the company towards the public, it will be quite time enough to deal with such questions when they arise.

We do not think on the present record that the Board should in any way negative the effect of the agreement. In the discharge of its duty to the public, the company must erect a station and freight shed in North Bay. Indeed, the agreement with the municipality itself calls for the erection of a station at the centre of Fraser street,—the site which the company now submits for approval. No mention is made in the agreement of a freight shed.

Mr. Spencer, the Board's chief operating officer, is very familiar with the whole layout and North Bay conditions and reports that the proposed site for the freight shed is satisfactory, and at proper point to serve public convenience. The Board's chief engineer in dealing with the question from an engineering standpoint has come to the same conclusion.

An order may, therefore, go, approving of the proposed passenger and freight station, but the contractual obligation of the company must be understood to be not thereby interfered with or the rights of the corporation under the agreement of 1913 prejudiced.

Mr. Commissioner McLean concurred.

APPLICATION MADE BY THE LONDON RAILWAY COMMISSION FOR AUTHORITY TO EXPROPRIATE LOT ONE ON THE SOUTH SIDE OF PHILIP STREET AND LOT ONE ON THE NORTH SIDE OF TRAFALGAR STREET, LONDON, ONTARIO.

Judgment, Chief Commissioner DRAYTON, September 22, 1915:

This application was contested by the landowner, Mr. Maurice Gootson, and the case was heard at a sitting of the Board held in Ottawa on September 14, 1915.

It was shown at the hearing that land was required for a proper and necessary railway purpose, as a site for car barns, and that the adjoining lots on each side were already owned by the London Railway Commission.

Mr. Hill, who appeared for the landowner, in opposing the application stated that his client had erected buildings to the value of about $15,000 on the property sought to be expropriated, and had worked up a large junk business, and that the result of the expropriation would practically mean the confiscation of the business, as well as the taking of the land, owing to the fact that no other suitable land could be found in London. Mr. Hill requested that the Board's engineer should investigate both the property in question and the adjoining property, with a view to seeing whether lot one on the north side of Philip street could not be acquired with less injury to private rights than would be suffered by taking the property of his client.

Judgment was reserved, pending the receipt of a report from the Engineer as asked. The Board's chief engineer now reports as follows:—

> "This is an application to take the land of one Gootson, who uses the property as a junk yard. Gootsen's contention was that other land in the vicinity could be obtained that would suit the purpose as well without disturbing him, and referred to the land between Nelson and Phillip streets. This is built up with a class of small houses and the ground is somewhat higher than the railway company's and would need excavation. The main feature is that if the car barns were put up on this property the switching lead would be crossing the London Street Railway's tracks at South street. This would be objectionable, and I am, therefore, of the opinion, and after taking everything into consideration, that the Gootson land is the proper place for the car barns, and that the application should be granted."

The report confirms the conclusion that was drawn by the Board from the facts developed at the hearing.

If possible, railway terminals should be laid out with a view to necessary extensions, without undue interference with property or property rights. Trafalgar street, which the plan shows south of the property in question, has never been laid out, and the land again south of Trafalgar street is already owned by the municipality or by the London commission; so that any necessary extension that the future may require, can be made with but little expense and no interference with private property rights. The movements to and from the car barns may become large, and traffic on the London Street Railway should not be unnecessarily impeded by placing the car barns at the point that the landowner requested. There is nothing in the record which shows that any damage occurring to the landowner cannot be properly compensated in money damages recoverable under the Act.

Mr. Commissioner Goodeve concurred.

COMPLAINT OF THE LONDON BOARD OF TRADE, LONDON, ONT., AGAINST DISCRIMINATION SHOWN IN FAVOUR OF TORONTO IN EXPRESS CHARGES FROM THAT CITY AS COMPARED WITH THOSE CHARGED FROM LONDON, ONT.

Judment, Mr. Commissioner McLean, September 24, 1915:

In the complaint launched by the London Board of Trade, it was alleged that discrimination was shown in favour of Toronto in express charges from that city in comparison with those charged from London. In support of this contention, the following examples were given:—

Express rates, Toronto to Brantford, 63 miles, 50 cents.
" London to Brantford, 50 miles, 60 cents.

At the hearing, supplemental detail with reference to the discrimination complained of was submitted in the following statement:—

Express rates, Toronto to Brantford, 58 miles, 50 cents.
" London to Brantford, 56 miles, 60 cents.
" Toronto to Woodstock, 88 miles, 60 cents.
" London to Woodstock, 27 miles, 40 cents.
" Toronto to Ingersoll, 97 miles, 75 cents.
" London to Ingersoll, 20 miles, 40 cents.
" Toronto to Tillsonburg, 96 miles, 75 cents.
" London to Tillsonburg, 40 miles, 50 cents.
" Toronto to Berlin, 63 miles, 60 cents.
" London to Berlin, 59 miles, 60 cents.
" Toronto to Paris, 71 miles, 60 cents.
" London to Paris, 48 miles, 50 cents.

In the complaint as launched, it was stated that the express companies claimed that the rate from Toronto was lower because they obtained more business from Toronto. The express companies, in their answer, said that the rate has not been made lower from Toronto than from London because of difference in amount of business involved.

In the Board's investigation in the express case, a revision of the rates was made. The revision of the standard brought down those in excess of the standard. In a considerable number of instances, the rates actually in operation were because of special conditions or some accident in the development of the rate lower than the standard rates as approved. The tariffs have been checked and show that there are a large number of rates which on account of special conditions are lower than the standard. At the time the standards were approved, the express companies desired to level up the existing rates; but the Board took the position that existing rates should not be increased. There is, therefore, a disparity in the rates charged as shown in the statement above set out.

The express companies stated their willingness to remove the alleged discrimination by restoring all the rates in the section in question to standard. The result of this would be to increase a large number of existing rates affecting places whose positions have not been developed before us.

While there is in respect of particular places the difference in regard to rate basis which has been shown, it is not established that the merchants of London, on whose behalf the complaint is launched, are injured thereby.

A mere statement as to rates is not conclusive as showing the existence of unjust discrimination or undue preference. There must be evidence of the traffic moving and the effect thereon. Further, the discrimination must be one creating an actual detriment. In the tabular statement furnished, the complaint turns on the Toronto rate basis being lower for a longer distance. It was not, however, in any way established that business which was naturally tributary to the London merchants had been taken away from them because of the lower rate basis enjoyed by Toronto. In other words, it has not been shown that business which would naturally go to London has been taken to Toronto by a difference in rates.

The rates for equivalent distances out of Toronto and London have been checked, and it would appear from the following statement that the rates are the same for the same distances:—

Toronto to Woodstock, 88 miles, 60 cents.
London to Hornby, 87 miles, 60 cents.
Toronto to Ingersoll, 97 miles, 75 cents.
London to Belle River, 95 miles, 75 cents.
Toronto to Tillsonburg, 96 miles, 75 cents.
London to Streetsville, 94 miles, 75 cents.
Toronto to Berlin, 63 miles, 60 cents.
London to Guelph, 73 miles, 60 cents.
Toronto to Paris, 71 miles, 60 cents.
London to Hamilton, 75 miles, 60 cents.

Reference has been made to the fact that in a very considerable number of cases the rates charged are below what would apply if the standard rates were charged. As indicative of this, the following summaries show cases where on the movement out of London, London may reach various points on rates below the standard rates:—

(1) *Where the rate charged is 75c. and the standard rate is 90c.*—Summerville, Islington, Lambton, West Toronto, Parkdale, North Toronto, Toronto, Snelgrove, Mooretown, Corunna, Courtright, Watson, Sombra, Windsor, Cooksville, Dixie.

(2) *Where the rate charged is 60c. and the standard rate is 75c.*—Guelph Junction, Campbellville, Christies, Milton, Hornby, Lisgar, Fergus, Elora, Moffatt, Corwhin, Arkell, Prison Farm, Guelph, Harriston.

(3) *Where the rate charged is 50c. and the standard rate is 60c.*—Dumfries, Galt, Chatham, Leslie.

(4) *Where the rate charged is 40c. and the standard rate is 50c.*—Woodstock, Innerkip, Blandford, Drumbo, Wolverton, Putnam, Harrietsville, Glencoe, Newburg.

To bring up to standard all rates now below standard would dislocate the rate situation; and it does not appear that this would be of appreciable advantage to shippers.

In the absence of any evidence that the existing rate situation works to the detriment of London merchants by taking from them business which would normally go to them, and by transferring it on account of the rate difference to Toronto merchants, the Board is unable to find that the existing situation works an unjust discrimination.

Chief Commissioner Drayton concurred.

UNION STATION, TORONTO.

Judgment, Chief Commissioner DRAYTON, September 24, 1915:

The question of the facilities that the Grand Trunk Railway Company must provide the Canadian Northern Railway Company in the Union Station, Toronto, has been several times before the Board. Apparently the underlying cause of the present difficulty or at least the reason why the present issue was raised is the non-payment of and disputes as to rendered accounts.

The rights of the Canadian Northern appear in the first instance to have been secured by Order No. 358, dated February 23, 1905. Paragraph 6 of the Order being as follows:—

> "That the Applicant Company make provision in the present Union Station for the passenger trains and traffic of the James Bay Railway Company as soon as the said company requires the use thereof, and until the proposed new Union Station hereby authorized is completed and ready for use, which provision and accommodation shall be paid for by the James Bay Railway Company on such terms as may be agreed upon between it and the Applicant Company; and, in case the interested companies cannot agree on the amount to be paid or on other terms and conditions, the points in dispute shall be settled by Order of the Board."

An agreement was arrived at on November 7, 1906, between the companies. Paragraph 5 of the memorandum which evidences it is at follows:—

> "5. The following is made as a temporary arrangement, viz.:—
>
> "The Canadian Northern Ontario to have the right to run its passenger trains to and from the Union Station, Toronto, on the Grand Trunk Railway's track from and to the said point of connection between the lines at the Canadian Northern Ontario freight yards under the usual terms relating to similar rights given by one company to another. For this right the Canadian Northern Ontario shall pay the Grand Trunk Railway as follows, viz.:—
>
> "For use of tracks of Grand Trunk Railway for said temporary arrangement the charge shall be one dollar for each baggage, mail, express, coach and sleeping car entering the Union Station, and the same amount for each such car departing from the station and subject to the consent of the Canadian Pacific Railway Company there shall be another charge of one dollar for each such car to cover the use and service of the station, the total charge to the Canadian Northern Ontario being two dollars per each such car to cover use of tracks and use and service of said station, each way on cars arriving and departing from station."
>
> "6. The payments above mentioned shall cover all charges against the Canadian Northern Ontario under this temporary arrangement, including share of maintenance, operating expenses, station use, including switchmen, ticket agent, and other employees, rental, and for such payments the Canadian Northern Ontario shall be entitled to all proper services and accommodation."

The memorandum also makes the provision of the Winnipeg agreement between the Canadian Northern and the Grand Trunk Pacific Railway Companies relative to liability in case of accidents and damages, applicable to the Toronto situation.

A joint application was subsequently made by the Grand Trunk and Canadian Pacific Railway Companies requiring the Board to settle the amount of money to be paid by the Canadian Northern Railway Company, and other terms and conditions.

The Board's judgment on this application, delivered June 1, 1909, refused the application, which was to increase the payments to be made by the Canadian Northern; and directed that the agreement of November 7, 1906, should govern. The Board, in its judgment, did not pass upon the issue one way or the other as to whether the prices fixed by the agreement were just; but, recognizing that the whole arrangement was merely of a temporary character, determined to continue it until such time as the Union Station was completed.

The judgment was carried into effect by Order No. 7199, which provides that the Canadian Northern Railway Company shall continue to pay the Grand Trunk Rail-

way Company for the use of the present Union Station and yards, the amount agreed upon between these companies under the agreement of November 7, 1906.

No further application was made to the Board until March, 1915, when the Canadian Northern complained that the Grand Trunk had notified that company that on and after the 26th of March it would not take care of the Canadian Northern equipment and engines arriving on passenger trains at the Union Station.

The Board thereupon made an ex-parte direction that the services, and facilities extended to the Canadian Northern at the Union Station and yards in the past should be continued until after a hearing; which hearing took place in Toronto on March 30, 1915.

At this hearing, the claims advanced by the Grand Trunk Railway Company were that the Canadian Northern had not paid a bill since March or April of 1907. On the other hand, the Canadian Northern claimed that the Grand Trunk Pacific Railway Company had not paid the Canadian Northern Railway Company a cent of rental at Edmonton since November 22, 1909. Mr. Fritch stated that as a railroad, the Canadian Northern did not owe the Grand Trunk as much as the Grand Trunk owed the Canadian Northern. Mr. Fritch also stated:—

> "We are willing to pay their bills promptly as soon as accounts are rendered."

And a direction was made at the hearing for a temporary continuance of the service, until such time as the Board's chief engineer and chief operating officer could go into the whole question of the actual operation at the Union Station.

The Chief Operating Officer, on the 15th of April, made his report as to the conditions, which report was concurred in by the Chief Engineer.

This report states that, after going into the matter carefully with the companies he finds that the Grand Trunk Company makes no complaint as to the question of the service in the Union Station or in the movement of Canadian Northern trains between Don Junction and the Union Station, and points out that as this is the case there is no question of a public service being affected; and, therefore, recommends that the case is one which the railway companies should settle between themselves.

Copies of the report were sent to both companies; and, on April 27, the Grand Trunk requested that the case should be set down for hearing on May 4, 1915, claiming that no overtures had been made by the Canadian Northern. The case was accordingly listed for hearing.

On receipt of a letter from Mr. Fritch stating that his company was prepared to meet the Grand Trunk, with a view to adjusting the differences, the case was struck off the list.

No negotiations apparently took place between the companies, nor anything done beyond the fact that both companies wrote the Board complaining that each owed the other large sums of money; but, on the 3rd of September, the matter was again brought to a head by the Grand Trunk's refusing to supply the Canadian Northern with water for cleaning cars, or to permit the Canadian Northern to lay pipes on the Grand Trunk property through which water could be brought for cleaning purposes; and the Canadian Northern asked for a direction that the water service be continued. The Board's direction to continue the service was given on September 10, and the case set down for hearing on September 14.

At this hearing, Mr. Fritch stated that a meeting had taken place between the officials of the two companies and statements gone into, with the result that it was found that the indebtedness of the Canadian Northern to the Grand Trunk was $1,364,912, and the indebtedness of the Grand Trunk to the Canadian Northern $1,104,955, leaving a balance in favour of the Grand Trunk of $259,957, subject to further reductions and adjustments arising out of the Edmonton situation.

Mr. Fritch further stated:—

> "A promise was made to the Grand Trunk people that shortly after the 1st of August we would make them a substantial payment on account. Mr. Hanna, our vice-president, went west a few weeks ago and had just returned, and it is his purpose to carry out that promise. That is as far as the financial arrangement is concerned."

The report of the Chief Operating Officer was not challenged by the Grand Trunk; so that the right of the Canadian Northern to run its trains along the front and into and out of the Union Station is not in question. On the other hand, it is confirmed by the arrangement which the Grand Trunk are now willing to enter into, as evidenced by Mr. Kelley's telegram to Mr. Fritch:—

> "We will permit without trackage charge the movement of your passenger equipment made empty at Union Station, Toronto, to your proposed coach yard at Rosedale, and also movement of your empty passenger equipment from your proposed coach yard at Rosedale to the Union Station when destined for passenger trains leaving that station, this to continue as a temporary arrangement the same as your present use of the Union Station and subject to the same limitations."

This telegram was in reply to a telegram from Mr. Fritch to Mr. Kelley asking if free trackage would be given on deadhead equipment in and out of Union Station.

It appeared to the Board that it would be very much cheaper for the Canadian Northern, and prevent the different street crossings and railway tracks being subjected to an unnecessary use, if all the work incidental to cleaning cars, coaling engines and making up trains, was continued to be done by the Grand Trunk, under the verbal arrangement which it was stated that the companies had entered into.

Although the position was taken by Mr. Chisholm, who appeared for the Grand Trunk, that the Board had never taken the position that it could order one company to supply another with coal or even water, a direction was made that the supply of water should be continued, on the payment by the Canadian Northern of $10 a month for the service; and the Canadian Northern was asked to define exactly what work it would like the Grand Trunk to perform for it and at what prices; and at the same time give the Board information on the question of payments and what instalments on account would be furnished.

Mr. Fritch has since supplied the Board with details of the service required, including a tariff at which the work should be done. This service includes, not only cleaning of cars of all kinds and trucks, but ice, water, lubricating and illuminating oil, waste, lamp wicks, lamp chimney supplies, and inspection and air-brake testing. It also includes certain repairs to equipment.

The communication, however, did not make any reference to the matter of payment of arrears, which are, although considerably less than originally claimed, substantial. Mr. Fritch, on being written to requiring that his company should submit a statement of what it proposed to do regarding the payments to the Grand Trunk, advised the Board that he was unable to state the exact date or amount that his company was able to pay, but that it was the intention to do everything possible in the near future to make a substantial payment on account of the Union Station yard indebtedness.

Under these circumstances, it is impossible for the Board to do anything further in relief of the Canadian Northern. The result is that the trains of the Canadian Northern will continue to run into and out of the Union Station as heretofore, but that the services which the Grand Trunk has been giving the Canadian Northern apart from any order of the Board, such as the furnishing of water supplied for the cleaning of equipment, and repairs, will no longer continue.

I regret the result, as the Grand Trunk would be able to do the work cheaper than the Canadian Northern will be able to do it, but, in view of the Canadian Northern's neglect, or perhaps inability, to make the Grand Trunk at least a substantial payment on account of its indebtedness, I am of the opinion that it is impossible for the Board to add to any of the orders already made.

A further result is that the deadhead equipment of the Canadian Northern will be moved from the Union Station to its own yards on the terms agreed to by Mr. Kelley in his telegram.

Commissioners McLean and Goodeve concurred.

APPLICATION OF D. G. MATHIAS FOR A RATE OF $1.10 ON DRIED FRUIT FROM SAN FRANCISCO, CAL., TO FORT WILLIAM, ONT.

Judgment, Mr. Commissioner McLean, September 24, 1915:

At the sitting of the Board in Fort William, complaint was made by Mr. Mathias that a rate of $1.10 existed to Winnipeg, while the same rate was charged to Toronto. The applicant was of opinion that the rate of $1.22½ to Fort William was excessive. The matter was brought up without having been served on the railways, and so an opportunity was afforded them to send in written answers.

The tariff rates from San Francisco eastward to the Atlantic Coast will be found in tariffs C.R.C. No. 320, I.C.C. No. 976, and supplements thereto; C.R.C. No. 321, I.C.C. No. 978, and supplements thereto. These tariffs are filed by the Transcontinental Freight Bureau.

The initial points involved are arranged under groups lettered as A.B.C. and D.A. summary description of the content of these groups is as follows:—

Group A.—Points in California, on the main line of the Southern Pacific Co., north of and including Latrop, San José, Stockton, and Tracy, Cal.

Group B.—Points specifically designated as "California terminals."

Group C.—Interior points in California, Nevada, and Utah.

Group D.—Specified points in California, Nevada, and Utah.

Under tariff C.R.C. 320 above referred to, the points of destination concerned are situated in Minnesota, North Dakota, South Dakota, and Manitoba. These points are grouped in four numbered groups.

Group 1.—Covers specified points in North Dakota and Minnesota, which are for the most part located on the Northern Pacific. To these points, group A rates apply.

Group 2.—Covers an extensive list of points in North Dakota, South Dakota, and Minnesota, situated not only on the Northern Pacific but also on other lines traversing this territory. To these points, group B and group C rates apply.

Group 3.—Covers the following points in Manitoba: Cartier, Christies, Emerson, Emerson Jct., Glenlea, Letellier, Morris, Portage Jct., St. Agathe, St. Jean, St. Norbert, Silver Plains, Union Point, Winnipeg.

Group 4.—Includes, in addition to the points under group 3, the following: Dominion City, Niverville, Otterburne, St. Boniface, St. Jean Baptiste, Whittier Junction.

To group 3, group A rates apply only when so specifically provided in individual rate items. To group 4, group B and group C rates apply, subject to same limitation.

Both groups 3 and 4 are made up of points located on the Canadian Northern, Midland (Great Northern), and Canadian Pacific, and are located on the lines leading north from the international boundary to Winnipeg. To group 3, the rates apply via Portland, Oregon, Northern Pacific, Midland of Manitoba, and Canadian Northern. To group 4, specified routings are provided. For example, to stations on the Canadian Pacific in Manitoba, the movement is via the "Soo" lines and Noyes, Minn., or Great Northern railway and Neche, North Dakota.

Tariff C.R.C. No. 321 covers the movement as far east as the Atlantic coast.

In the carriage of dried fruit from the Pacific coast eastward under the tariffs referred to, a blanket rate on dried fruit is applied from San Francisco to e.g., St. Paul, Duluth, Buffalo and New York. This rate is $1.10. It also happens that the same rate is applied to junction points adjacent to the international boundary, through which the traffic moves north to points contained in groups 3 and 4. Thus, Neche, North Dakota, and Noyes, Minnesota, the latter being about 66 miles from Winnipeg, have the $1.10 rate.

As indicated in the tariffs, the rates carried apply to points in groups 3 and 4, only when specifically mentioned. By supplement No. 17 to C.R.C. No. 320, effective June 15, 1915, a rate of $1.20 is quoted on dried fruit to Winnipeg. This was an all-rail movement. The movement might be, as already indicated, in connection with the groups involved.

By C.R.C. No. 306, I.C.C. No. 962, effective November 11, 1912, joint class and joint commodity tariffs are quoted between California terminals and points in Minnesota, North Dakota, South Dakota, and Manitoba, these points being as set out in the tariff. The rates quoted are continued in the supplements thereto, e.g., supplement No. 10, effective July 10, 1915. This route is a combination steamship and rail one, the participating steamship carriers being the Great Northern Pacific Steamship Co., the North Pacific Steamship Co., the Pacific Coast Steamship Co., Pacific Alaska Navigation Co., and the E. V. Rideout Co. So far as the Canadian Pacific is concerned, the movement is via the Pacific Coast Steamship Co. and Vancouver. Various United States lines concerned take the goods from the steamships at Seattle and Tacoma. This same tariff rate is applicable to Portage la Prairie and Brandon, Man. The rate is a blanket one.

In Eastern Canada, Montreal and Toronto have a rate of $1.10. Montreal has this rate in competition with New York. On account of Buffalo and Toronto being in contiguous territories, the Buffalo rate controls the Toronto rate.

The rate of $1.22½ to Fort William is quoted in Canadian Pacific Railway tariff C.R.C. W-2039, effective May 10, 1915. It is also to be found in Supplement 8 to C.R.C. No. 306, and later supplements. The Canadian Northern has not handled dried fruit from Californian points to Fort William. The Grand Trunk Pacific has no rate from San Francisco to Winnipeg on dried fruit. It carries dried fruits however, to Westfort. This is by a circuitous route—by boat to Seattle, thence by Great Northern to North Gate, Sask., thence by the Grand Trunk Pacific to Winnipeg, and from Winnipeg to Westfort by the National Transcontinental.

The distance from San Francisco to Winnipeg, via Vancouver, is 2,442 miles. From San Francisco to Fort William, via Vancouver, the distance is 2,862 miles. From San Francisco, via Vancouver and Port Arthur, to Toronto, the distance is 3,675 miles. A direct movement via Chicago and Detroit is 2,786 miles.

While the complaint was not developed at length at the hearing the essence of it is a complaint as to the violation of the long and short haul clause, since Winnipeg and Toronto, the points mentioned, are points to which a movement to Fort William would be intermediate.

The rate to Montreal and Toronto is controlled by conditions which have been referred to. The traffic moving to Toronto has a route through American territory 889 miles shorter than the route via Vancouver and the Canadian Pacific. The Canadian Pacific does not quote any rate on dried fruit via Vancouver and Fort William to Toronto. In so far as it participates in the $1.10 rate to Toronto it is in respect only of the haul from the Detroit or from the Buffalo gateway.

The rate to Fort William is held down by the rate basis to Duluth. Duluth has, as has been indicated, a rate of $1.10. The rate to Fort William is controlled as a maximum by the Duluth rate, plus the boat rate from Duluth to Fort William, plus wharfage charges at Fort William.

The Toronto rate is controlled by the blanket rate to Buffalo. The Fort William rate is not built upon mileage but is controlled by the blanket rate to Duluth. Competition is more effective in respect of Toronto than of Fort William. Further, on the movemnt of dried fruit to Toronto, Fort William is not intermediate, as the traffic does not move this way. There is no violation of the long and short haul clause, and it does not appear that the existing rate adjustment works detrimentally to Fort William.

Chief Commissioner Drayton concurred.

ENQUIRY OF MESSRS. *B. J.* OSTRANDER & CO., OF WINNIPEG, MAN., AS TO WHETHER INSTRUCTIONS SHOULD NOT BE CARRIED OUT BY RAILWAY COMPANIES IN CASES WHERE CARS HAVE BEEN BOUGHT EN ROUTE FROM THE COUNTRY TO FORT WILLIAM AND ORIGINAL BILLS OF LADING, PROPERLY ENDORSED, PLACED IN THE HANDS OF THE RAILWAY COMPANY BEFORE SUCH CARS HAVE BEEN UNLOADED, THE COMPLAINANTS TO STAND EXTRA SWITCHING CHARGES IN CONNECTION WITH PLACING OF SAID CARS.

Judgment, Mr. Commissioner McLEAN, September 30, 1915:

Complaint was made to the Board in correspondence by the applicant in the following words:—

> "From time to time we have occasion to buy cars en route from the country to Fort William. In such cases we have surrendered bills to the railway companies with request that they deliver the cars at the elevator specified by us. Providing the wire covering the diversion order against the car reaches Fort William before the car arrives at that point our orders are carried out but in case car has reached their yards and been consigned to an elevator we have been refused the privilege of having car placed at any special elevator, the excuse being given that cars are lined up for certain elevators and would necessitate extra switching, and this they will not do.
>
> "Would be glad if you would advise us whether or not instructions issued by us, providing we have surrendered the original bill of lading properly endorsed, should not be carried out by the railway companies, providing bill was in the railway companies' hands before car had been unloaded, and that they receive wire in plenty of time to have cars switched or run out from the elevators for which they are lined up and placed at the elevator which we specify, we, of course, to stand the extra switch of one cent per 100 pounds covering the second movement."

Some correspondence with the railway companies followed, and the matter was subsequently set down for hearing at Fort William and heard there. When the matter came on for hearing, Mr. Henderson, who appeared for the applicant, said that what was involved was a question of the construction of the terms of the bill of lading. He explained that the applicant in his business purchases grain on sample. The samples are available after the cars are inspected at Winnipeg. Frequently the applicant does not see the cars so purchased, as they are sent through on their journey to Fort William as quickly as possible after the inspection. When the applicant has so purchased if he desires the car to be diverted, he surrenders to the agent of the railway on the Board of Trade at Winnipeg the original bill of lading which he has acquired as the result of his purchases, and on payment for the message this agent telegraphs to Fort William to divert the car to the particular elevator to which the applicant desires the grain to be sent.

The applicant asks that—

(1) When bill of lading is in hands of railway before the car is unloaded;

(2) and information by wire as to the desired diversion is received in plenty of time to have the cars switched or run out from the elevators for whoch they are lined

up and placed at the elevator specified by him—the diversion should be made as requested, subject to a switching charge for this additional movement.

No difficulty arises where the direction is received by the railway prior to the car arriving at Fort William, for here the railway is constantly making such a change and placing the car at any elevator to which it may be diverted by the person holding the bill of lading. The railway, however, contends that when the car has entered the terminal and has been lined up for a public elevator the railway's contract was complete when the car arrived and was delivered to its original destination at the public warehouse.

As has been indicated, the applicant purchases his grain on sample, and owing to the expedition of the movement often does not have an opportunity of seeing the cars at Winnipeg. As an index of the expedition of the movement reference may be made to the fact that in the case of a particular shipment referred to at the hearing, the grain was purchased by the applicant on the 19th day of the month. On the same day, applicant's representative went to the Canadian Pacific Railway Company and asked to have the carload of grain involved put in some elevator other than that to which it had been consigned, *i.e.*, it was to be diverted to a private elevator. It was consigned originally to a public elevator. The telegram as to the diversion was sent through on this date. In the meantime, the grain was moving forward to Fort William, and on the 20th it was discharged there.

The railway company's contention is two-fold:

(1) That the direction for diversion not having been received in time to make the diversion before the car has arrived, the contract of the company is complete under the original contract; and

(2) the extra movement in terminals asked for would involve the cutting out of the car from the string of cars at a public elevator, and that this would involve a delay owing to the extra switching in terminals, such delay limiting the efficient use of the railway company's facilities.

It was contended by the applicant that under the terms of Section 8 of the Bulk Grain Bill of Lading, he has 48 hours after the arrival of the cars to say where the cars shall be placed. The material portion of the bill of lading in question reads as follows:

> Section 8—Grain, in bulk, consigned to a point where the carrier has an elevator or warehouse or where there is a public or licensed elevator or warehouse, may be delivered and placed with other grain of the same kind and grade, without respect to the ownership, and for the purpose of this, Port Arthur, Fort William, and Westfort, Ontario, shall be deemed one point, provided that this shall not apply (except in cases of grain consigned to Port Arthur, Fort William and Westfort, Ontario), unless the grain is not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after written notice has been sent or given."

The important question is just exactly what the bill of lading means. It is clear from the bill of lading that when grain in bulk is consigned to any point where the carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, delivery may be made without respect to ownership of any of these elevators, and for the purpose of this provision Port Arthur, Fort William, and Westfort are treatd as one point. While there is a general statement that this provision shall not apply unless the grain is not removed by the party entitled to receive it within 48 hours, exclusive of legal holidays, after written notice has been sent or given, it is specifically stated that this exception is not to apply in cases where the grain is consigned to Port Arthur, Fort William and Westfort. While Mr. Henderson, who appeared for the applicant, was at first disinclined to accept this

construction of the section, he finally accepted it as correct. It is clear, therefore, that his contention as to the 48 hours being available for spotting a car was an erroneous one.

The applicant modified his appliction at the hearing, stating in substance that he desired to have the 48-hour period for spotting only when there was no congestion.

The present complaint involves some nineteen cars. It is patent, of course, that the propriety of intervention to rectify a legitimate grievance has no necessary connection with the volume of business involved, nor is the question as to whether there is or is not a valid cause of complaint measured by the bulk of the movement concerned.

At the same time, consideration must be given to the way in which the existing business is handled.

The Canada Grain Act makes provision for five types of elevators to which the scope of the legislation applies:—

Country elevator includes every elevator or flat warehouse which receives grain for storage before the grain has been inspected.

Public elevator includes every elevator or warehouse which receives grain for storage from the western inspection division after the grain has been inspected.

Terminal elevator includes every elevator or warehouse which receives or ships grain, and is located at any point declared by the Governor in Council to be a terminal.

Hospital elevator includes every elevator or warehouse which is used for the clearing or other special treatment of rejected or damaged grain, and which is equipped with special machinery for that purpose.

Eastern elevator includes every elevator or warehouse at any point in the eastern inspection district used only for the storage of grain grown in that division, after the inspection of such grain under the Canada Grain Act, or where such grain after being stored in such elevator is subject to inspection under the Canada Grain Act on delivery out of such elevator.

Mill elevator includes every elevator or warehouse used or operated as part of any plant engaged in the manufacture of grain products in the Western Inspection Division.

In dealing with country elevators, public elevators, terminal elevators, mills and by necessary consequence their elevators, and hospital elevators, the legislation makes provision for the licensing of owners and operators thereof. It is further provided that no person owning, managing, operating or otherwise interested in any terminal elevator shall buy or sell grain at any point in the eastern or western inspection division.

Without labouring the point, the Canada Grain Act recognizes that the elevator business is one affected by a public use, and with this end in view makes provision for its supervision.

The business of the applicant is concerned with a private elevator, which is not within the scope of the supervision of the Grain Commission. It appears that the business of the applicant is concerned, in part at least, with blending, or as it is called "mixing," various qualities of grain.

Both the Canada Grain Act and the Bulk Grain Bill of Lading, under which the traffic concerned moves, recognizes the elevator industry as one affected by a public use.

The Bulk Grain Bill of Lading was gone into very carefully by the Canadian Shippers' Bill of Lading Committee. Representations were received from various organizations and interests concerned. Finally the only question outstanding between the railways and the representatives of the shippers was concerned with the definition of the time within which notice of loss, damage, or delay could be made. This matter was settled by the Board.

The grain trade is one of large volume and wide public interest. It is in the public interest that there should not be congestion of the railway facilities engaged in forwarding the grain. The scheme of the Bill of Lading recognizes the elevator or warehouse of the carrier, or the public or licensed elevator or warehouse, as affording the means by which the bulk of the business to Fort William, Port Arthur and Westfort is handled; and the provisions of section 8 are drawn accordingly.

The Board must keep in mind the way in which the great bulk of the grain is handled. It has, further, before it the fact that great care was taken in getting the Bulk Grain Bill of lading into its existing form, and that in doing so the representations of those concerned were taken up carefully, and that the result was, except in so far as the time for filing of claims already referred to is concerned, a consent arrangement.

Any revision of the terms of the bill of lading affecting, as it necessarily would, the grain business in general would have a wide-reaching influence, which in the absence of hearing from the parties generally affected, it would be impossible to estimate. In so far as the applicant is concerned, existing arrangements may at times work disadvantageously to him. But the system in general works to the general advantage of the grain business; and, further, it is the system which by the consent of the general parties in interest is embodied in the bill of lading. Under these circumstances, the Board is not justified in directing the revision of terms asked for.

The applicant states that Fort William should be an order point. Apparently he considers that if it were an order point it would meet the needs of his business. Section 208 of the Canada Grain Act provides that—grain, in carloads, may be consigned to be held in Winnipeg for orders en route to its destination on the direct line of transit. This is subject to various conditions, the more important being:—

(1) Payment of a charge, at point of shipment, of three dollars per car.

(2) The shipper to endorse upon the consignment note and shipping receipt "this car to be held at Winnipeg for orders," with the name and address of some company, firm, or person resident in Winnipeg who will accept advice from the carrier of its arrival in Winnipeg, and who will give to the carrier instructions on behalf of the owner for its disposal.

(3) Twenty-four hours' free time to be allowed after advice of arrival for disposal of the property.

It is further provided that such an arrangement may apply at Fort William and Calgary as well. At Winnipeg and Fort William, the provisions in respect of holding for orders apply only between the fifteenth day of December in any year and the first day of September in the following year.

The fact that Fort William was not an order point was referred to at the hearing, but not gone into. On search, it appears that there are no tariffs on file with the Board covering such provision at Fort William.

Chief Commissioner DRAYTON: I would dismiss the application.

CONSIDERATION OF THE MATTER OF THE PROPOSED RULES GOVERNING BAGGAGE CAR TRAFFIC IN CANADA.

Judgment, Mr. Commissioner MCLEAN, September 2, 1915:

By Order No. 195, of October 17, 1904, an interim approval was given to various forms and regulations used by the railway companies subject to the jurisdiction of the Board. Included in the forms so given temporary approval were the rules and regulations for the carriage of baggage. Questions having arisen as to the scope of certain rules concerned, the whole matter was taken up by the Board. The railway companies prepared a revised form of the regulations, and copies of these were sent to the Canadian Manufacturers' Association, the Montreal Chamber of Commerce, the Ontario

Wholesale Grocers' Guild, and the Boards of Trade of St. John, N.B., Quebec, Montreal, Ottawa, Kingston, Toronto, Hamilton, Brantford, London, Winnipeg, Brandon, Regina, Saskatoon, Edmonton, Calgary, Lethbridge, Vancouver, Victoria, and Nelson, for such submissions, written or oral, as they might desire to make. Submissions have also been received from the Commercial Travellers' Association of Canada, as well as from the Ontario Commercial Travellers' Association. Written statements from various individuals have also been received.

What is before the Board in the present application is the question of the rules, not of rates, carried in baggage tariffs.

The regulations as thus revised in preliminary form were gone over in informal conference between the Board's officers and the railway companies, with a view to simplifying the rules and narrowing down the points in issue. Subsequently, the matter was set down for hearing; at the hearing agreements were arrived at on various matters. For example, under Rule 18, dealing with the baggage allowance and liability in respect of Commercial Travellers' baggage, the railway companies had, in the provisional rules as submitted, exempted themselves from negligence by providing, in 18 (*c*), that they would be exempt from " . . . any claim whatsoever . . . and whether such loss, damage, or delay is caused by or results from negligence of the carrier, its servants or agents, or otherwise howsoever." By agreement at the hearing, this provision exempting from negligence was stricken out. Rulings were given on various matters. Thereafter, a further conference took place between the traffic representatives of the Canadian Manufacturers' Association, the Boards of Trade of Montreal and Toronto, the railway companies, and the Board.

The changes and amendments arrived at are incorporated in a revised proof copy of the rules on file. The matter now stands for determination as to various rules and portions of rules which have been reserved.

Subsection (*c*) of Rule 2, as submitted, read as follows, in regard to sample baggage:—

> "On and after June 1, 1914, only such trunks and cases constructed in the form of a trunk, or other rigid containers as are square or rectangular (all angles being right angles) will be accepted for transportation in regular baggage service, provided that any such trunk or case or other rigid container, may have one gable or bulging end, or not more than two bulging sides, each opposite the other."

At the hearing it was proposed by the railway companies that the rule should be amended by adding after the word "other," the last word in the last line of the subsection, the following words:—

> "And provided also that pentagonal-shaped trunks, described as trunks with one corner cut off, without bulging sides, and having a width at the top of not less than half the width of the bottom, and not less than ten (10) inches, will be accepted as sample baggage."

In the discussion at the hearing, Mr. Sargent, who appeared for the commercial travellers, said that the rule as thus drafted was satisfactory to the commercial travellers.

Mr. Walsh asked that, instead of this, a rule which he stated was in use in trunk line territory, should be used. The rule as stated by him reads as follows:—

> "Pentagonal-shaped trunks, without bulging sides, having a width at the top substantially one-half the width of the bottom, will be accepted for transportation."

Trunks of the nature referred to are used by cash register companies and automatic scale companies. A protest is on file from the Detroit Automatic Scale Com-

pany in regard to any change which would prevent trunks which are not rectangular or square from being accepted. The scale company appeared to be of the opinion that such a rule was proposed. The type of trunk, or container, used in handling cash registers is 19¾-inch high, 18-inch wide, 32¾-inch long, the distance from front to back, being at the bottom, 18-inch, and at the top 11¾-inch. In this case, the width at the top beingg 11¾-inch, and at the bottom 18-inch, this type of container would not be adversely affected by the rule as proposed by the railway companies.

The Detroit Automatic Scale Company states that the trunk it uses as a sample trunk is of the following dimensions: 34 inches high, 24 inches wide; the distance from front to back being, at the bottom, 27 inches, and at the top, 7 inches. It will be seen that this would be affected adversely by the rule proposed by the railway companies.

It appears that the rule asked for by Mr. Walsh was one which had been worked out tentatively and had been approved by the firms using pentagonal trunks. But it was never published officially in that form by the railway companies. The Interstate Commission, prior to its investigation of *Regulations Restricting the Shape of Baggage*, 33 I.C.C. 266, had suspended the rule directed against pentagonal trunks. This rule reads as follows:

> "Trunks or cases constructed in the form of a trunk, or other rigid containers, which are not square or rectangular, will not be accepted for transportation in regular baggage service, except that such trunks, cases, or other rigid containers will be accepted for transportation provided they have not to exceed two bulging sides."

Pending the decision of the Commission, the following rule was adopted, with the Commission's authorization, as an interim measure:—

> "Trunks or other rigid containers with more than two bulging sides, or with two bulging sides that are not opposed to each other, will not be accepted for transportation in regular baggage service."

When the decision was rendered by the Commission that pentagonal trunks should be accepted, the trunk lines accepted the interim regulations as their permanent rule, and it now governs.

In view of the traffic back and forth between the United States and Canada, in which the type of trunk involved is made use of, it is best to have uniformity of practice. Clause(c) of Rule 2, which is clause (d) in the amended draft, as well as the amendment thereto, should be stricken out and in their place should be put the Trunk Line Territory rule above set out.

Rule 10, which is headed "Canoes," provides that—

> "Canoes not exceeding eighteen (18) feet in length, when accompanied by sportsmen or campers to specified territory, will be checked upon payment of charge in accordance with current tariff. Canoes do not form any part of the free baggage allowance, and the charge therefor is separate from and has no connection with the charge for excess baggage."

Rule 9 (*b*) of the rules and regulations of 1904, above referred to, provided that—

> Canoes, skiffs, and other boats will not be taken on baggage cars, but must be forwarded by freight or express. This will not apply to closed or folded boats that can be folded or done up in packages not exceeding six feet in length, which may be accepted as part of hunters' equippage."

Nothwithstanding this provision in the rules, various tariffs provide for the carriage of canoes, skiffs, and other boats in baggage cars.

Rule 10 proposes to limit the practice to the carriage of canoes. The reasonableness of the refusal to carry skiffs and rowboats under the rule was reserved.

Baggage is defined by Story on Bailments as "Such articles of necessity or personal convenience as are usually carried by passengers for their personal use." Disney, in "The Law of Carriage by Railway," defines personal baggage in a summary way as including what a passenger takes with him for his personal use and convenience, according to the habits and class of life to which he belongs. This is in substance the definition contained in *Macrow v. Gt. W. Ry. Co.* Practically the same definition appears in an American decision—*Illinois Cent. Ry. Co. v. Matthews, 72 S.W. 302-303.*

In England it appears to be well established that the personal baggage which a person is entitled to have carried with him in right of his having purchased a ticket, for his own convenience, is limited to clothing and such articles as a traveller usually carries with him for his personal convenience.

Great Northern Ry. v. Sheppard, 8 Ex., at p. 38. *Hudson v. Midland Ry. Co.,* L.R. 4, Q.B., at p. 71.

Sheets, blankets, and quilts being intended for use in the household when permanently settled, cannot be considered as personal or ordinary passengers' luggage.

Macrow v. Greta West Railway Co., L.R. 6, Q.B. 612.

Cahill v. London and North Western Railway Company, C.B.N.S. 819.

The Canadian and American decisions are in harmony with the English decisions. Reference may be made to a case decided in 1858, *Shaw v. The Grand Trunk Ry. Co.,* 7 U. C. Common Pleas Reports, at p. 494, where *Great Northern Ry.* v. *Shephard* was followed.

The general position is contingent to some extent upon the light of particular facts, and the Board has to be governed by the decisions as rendered. The decisions have set out certain articles which are baggage and others which are not. A brief list of articles which have been held not to be baggage will be found in a note on p. 300 of Browne and Theobald's Law of Railways, Third Edition. While it has been held that certain articles carried for convenience or amusement, e.g., a gun or fishing tackle, may fall within the scope of baggage, it does not appear that skiffs and rowboats have been so regarded.

The carriage of canoes, skiffs, and rowboats is not something falling within the carriage of baggage. It is simply an added convenience. The railway companies desiring to exclude the carriage of skiffs and rowboats in baggage cars, say that these articles take up too much space as compared with canoes and are hard to handle. The baggage car is primarily for the handling of personal baggage. There are other methods by which the skiffs and rowboats can readily be forwarded; it is not unreasonable to allow the rule in its proposed form to stand. It is, in fact, the addition of a privilege which was not permitted by the rule as it formerly stood.

Rule 11 provides for a limited liability in regard to the articles embraced in rules 5 (a), 6, 7, 9, and 10. Rule 11 reads as follows:—

LIMITED LIABILITY.

"Rule 11. The carriers issuing and concurring in these regulations shall not be liable in respect of or consequent upon loss of or damage or delay to any receptacle, package, or bundle containing any of the articles specified in Rules 5 (a), 6, 7, 9, and 10 of these regulations and the contents thereof, or any of such articles not contained in a receptacle, package, or bundle, for any amount in excess of $5, whether such loss, damage, or delay is caused, by or results from the negligence of the carrier, its servants or agents, or otherwise howsoever, which sum shall be deemed to be the value of any such receptacle, package, or

bundle or such article not so contained unless a greater value is declared and extra charge paid at time of checking in accordance with the current tariff of the carrier."

The rules referred to therein embrace the carriage of baby carriages, go-carts, baby-sleighs, children's velocipedes, tricycles, or similar vehicles, toboggans with necessary attachments, racing shells, or racing canoes for regattas when accompanied by persons in charge.

Exception was taken to the limitation contained in Rule 11. It was contended by the railway companies that in carrying these articles a concession was being made, as they did not fall within the scope of, the definition of baggage. The exception, however, did not turn on this point, but on the question of liability. Under the rule there is an option. The lower rate provides for a $5 limitation as to value. If a greater value is declared, then there is a higher rate, under which the railway company assumes the burden of being a full insurer.

The arrangement is reasonable and may be approved.

Rule 12 provides as follows:—

MISCELLANEOUS ARTICLES.

"Rule 12. The following miscellaneous articles other than baggage will be checked and included in the weight of passengers' baggage, only upon the condition, however, that the carrier shall not be responsible for loss thereof, or damage or delay thereto, whether caused by or resulting from negligence of the carrier, its servants or agents, or otherwise howsoever, namely, tool chests, miners' and prospectors' packs, collapsible steamer chairs (roped), invalids' chairs (when for use of an invalid travelling on same train), unloaded guns in leather or wooden cases, saddles in bags, surveyors' tools wrapped, except transits, levels, compasses and other similar instruments liable to injury; personal baggage in bundles, when properly wrapped in canvas, or other strong material, (paper wrapping excepted) and securely roped; golf, cricket, baseball or other club paraphernalia in closed receptacles, travellers' rugs, curling stones, sportsmens' and campers' outfits in dunnage bags and medium-sized boxes with proper handles, also tent and tent poles (not exceeding 15 feet in length)."

What is material here is the provision, "only upon the condition, however, that the carrier shall not be responsible for loss thereof, or damage or delay thereto, whether caused by or resulting from, negligence of the carrier, its servants or agents, or otherwise however."

By Rule 1 (c) of the Rules as temporarily approved in 1904, certain of the articles which are now carried under Rule 12 were provided, for, it being stated that the articles would be checked and carried entirely at "owner's risk." It was stated by the railway companies at the hearing that the wording set out in Rule 12, in the portion which has beeen specifically quoted, was simply by way of elaboration of what was meant by "owner's risk."

It was shown by the railway companies that when these articles are included in the weight of passenger's baggage, there is no charge made therefor. It was stated that a privilege is being granted in allowing them to be so carried.

In contending that the limitation as set out was simply by way of elaboration of what was meant by "owner's risk," Mr. Chisholm said, at p. 4742 of the evidence:—

"We want the intention of the original words expressed in the light of any possible decisions the other way."

It was, in substance, contended by the railway companies that the provisions as to "owner's risk," as set out in regard to freight, had no pertinency here, it being stated

that a different principle applies in the case of freight. In the Freight Classification, the "owner's risk" provision is contained. Section four of the Bill of Lading provides:—

> "When, under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necesarily incidental to transportation, and shall not relieve the carrier from liability for any loss, damage, or delay which may result from any negligence or omission of the carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the carrier."

No decision has been referred to in reference to the significance of the words "owner's risk," as contained in the baggage rules tentatively approved in 1904. Subject to the relevancy of the alleged distinction, in point of principle, between articles carried as freight and articles carried under the baggage rules, the English decisions point to "owner's risk" having a narrower significance than what is asked for here. A contract to carry gods at "the owner's risk" exempts the company from the ordinary risks incurred by goods along the railway, but not from liability for negligence such as delay in delivery. *Robinson* v. *Gt. W. Ry. Co.*, 35 L.J. C.P. 123, H. & R. 97. *D'Arc* v. *L. & N.W. Co.*, L.R. 9 Q.B. 325. *Goldsmith* v. *G. T. Ry. Co.*, 44 L.T. 181; 29 W.R. 651. On the other hand, if the owner has notice that the company carries at a lower rate "where the sender relieves them from all liability of loss, damage, or delay," unless caused by wilful misconduct, a contract to carry at the lower rate, at the owner's risk, must be interpreted by the sender's knowledge of its meaning, and will exonerate the company from liability for negligence. *Lewis* v. *Gt. W. Ry. Co.*, 3 Q.B.D. 195. When goods are accepted by an express company at owner's risk, the shipper takes all risks of breakage, loss, or damage, except when caused by the negligence of the carrier. *Pigeon* v. *Dominion Express Co.* Q.R., 11 S. C. 276.

If the articles in question are carried as a privilege and without charge, then the transaction is in the nature of a bailment for the benefit of the bailor alone, and it would appear that the situation is, to some extent at least, analogous to the case where there is a deposit of goods to keep for the bailor without reward. There it has been held that the bailee is liable where there is gross negligence.

Whether the words, "owner's risk" in regard to the articles carried under Rule 18 are to be given such a meaning as is set out in the paraphrase of the alleged intention, set out in the rule, is a matter for the Courts to decide. The limiting words asked for in the rule should be stricken out and replaced by the words, "owner's risk," as contained in the rules provisionally approved in 1904.

The general question of the right of the railway company to limit its liability in respect of baggage was raised. The provision contained in Rule 17 is that 150 pounds of baggage, not exceeding $100 in value, will be checked without charge for each adult passenger, and 75 pounds, not exceeding $50 in value, for each child travelling on a half ticket. Certain additional provisions are set out in regard to the weights of baggage which may be carried on certain tickets, but the value limitations are the same.

Section 283 of the Railway Act provides that:—

> "A check shall be affixed by the company to every parcel of baggage, having a handle, loop, or suitable means for attaching a check thereupon, delivered by a passenger to the company for transport; and a duplicate of such check shall be given to the passenger delivering the same."
>
> "2. In the case of excess baggage the company shall be entitled to collect from the passenger, before affixing any such check, the toll authorized under this Act."

At the hearing the following queries were raised:—

First, has the carrier the right to limit the liability to $100?

Second, is it not compulsory for the railway company to check baggage offered for carriage by a passenger (*a*) where it is not excessive baggage; (*b*) if it does not contain dangerous articles?

How the limitation of liability to $100 developed in Canada, in the first instance, does not appear. Nor is it set out how long it has existed. In the case of express shipments, the Board has recognized that a value of $50, unless a higher one is declared, is a reasonable one to apply.

What the Board is concerned with is (1) has it power to sanction the limitation; (2) is the limitation a reasonable one?

Dealing, first, with the question of reasonableness. It does not appear to be unreasonable that the railway company should, on proper notice given, protect itself against liability as an insurer of baggage exceeding a certain amount in value, except upon additional compensation proportioned to the risk. The question of rates is not involved in the present hearing. But, under Rule 3, the passenger has the option of taking advantage, on terms, of the railway company's liability as an insurer up to an amount not exceeding $2,500. The railway company carries, under the $100 limitation, without any additional charge. The limitation is not unreasonable and may be approved under Section 340.

Rule 23 (*d*), dealing with storage, read, when submitted, as follows:—

> "The carrier shall not be liable for loss of or damage to any such baggage or other articles held in storage, unless negligent, and after the expiration of 48 hours from the receipt of such baggage or articles in storage, the carrier shall not be liable for loss thereof or damage thereto, whether caused by the negligence of the carrier, its servants or agents, or otherwise howsoever."

Rule 24 (*c*) of the Rules of 1904, dealing with storage, provided that all baggage was to be stored at "owner's risk."

In the course of the discussion at the hearing, it was tentatively suggested that, instead of the words "forty-eight hours from the receipt of such baggage or articles in storage," which are found in the second and third lines of the clause, the following should be inserted:—

> "Nine days in addition to the twenty-four hours referred to in subsection (*a*) of the rule."

This tentative suggestion was agreeable to the railway companies. Objection was taken by the shippers' representatives to the rule, both in its original form and as amended.

As has been pointed out, the old rule was that baggage was to be stored at "owner's risk." Mr. Chisholm's analysis, at p. 4758 of the evidence, of the liability which will attach under the proposed rule, is substantially as follows:

For the first twenty-four hours there is the full carrier's liability for everything except the act of God and the King's enemies; that for the next forty-eight hours the carrier is liable as a warehouseman only; and that, after that, there is no further liability, even for negligence.

And he stated that the railway companies were not warehousemen for baggage; that they did not want to have the baggage there, but wanted to get rid of it, and they did not want to encourage people leaving it there. He was of the opinion that when the railway companies provided for the carrier's full liability for the reasonable time of twenty-four hours, and then an additional forty-eight hours for the warehouseman's liability, it was reasonable there should not be any further liability.

Mr. Carpenter, who made a submission by letter on behalf of the Winnipeg Board of Trade, in which objection was taken to the limitation of liability under this rule, raised the following points:

The railway company proposes to exempt itself from all liability for negligence, or otherwise, at the expiration of forty-eight hours; that while, after the forty-eight hours, the railway company desired to be exempted from negligence, there still was a charge for storage; that in some cases storage charges arose from mistake of carriers, as, for example where baggage is not forwarded on the same train with the passenger, or within a reasonable time thereafter; or where there has been improper checking or forwarding at point of origin, or through mistake in handling.

The question of the liability of the carrier in respect of transit has been the subject of judicial decision. As summarized in Disney, p. 85, the situation is as follows:

> "The transit of the goods then lasts from the time the company accepted the goods for transit until the transit is ended, which may take place either by, first, actual delivery, or, second, tender and refusal to accept, or refusal to pay charges; or, third, attempt to deliver and failure through no fault of the company; or, fourth, failure by the consignee to remove in a reasonable time after arrival or notice of arrival; or fifth, by the company agreeing to warehouse the goods. As long as the transit lasts, the liability of the company is that of the carrier.
>
> "As soon as the transit is at an end, the liability as a carrier ceases. The whole liability of the company, however, does not come to an end with the end of transit, unless the goods have been delivered. If they remain in the hands of the company, the company are liable for their safety, not as carriers, but as warehousemen."

When the company carries goods to their destination, and the owner does not, within a reasonable time, take them, so that the company is forced to keep them, the company is nevertheless liable as bailee, and is bound to take ordinary and reasonable care of them.

Mitchell v. Lancashire & Yorkshire Ry. Co., L.R. 10, Q.B. 256.

Heugh vs. L. & N. W. Ry. Co., L.R. 5 Ex. 51.

From the leading case of *Coggs v. Bernard*, it follows that the obligation of the company as warehousemen is to take proper care that the goods are safely kept from loss or injury.

In the notes to the decision in *McMorran v. C.P.R.*, 1 Can. Ry. Cas. 217, the situation as summarized at p. 226 is as follows:—

Carriers become warehousemen either (*a*) where notice of the arrival of the goods has been given to the consignee and he has had a reasonable time to remove them; or (*b*) where, even though no notice is given, he knows, or ought to know, of their arrival, or does not claim them.

The transportation of a passenger's luggage is an incident to the passenger's trip; and he should call for it within a reasonable time after the trip ends. After such reasonable time has expired, the company's liability as insurer ceases, and becomes that of warehouseman or bailee. Whether the company's liability will be that of warehouseman will depend on whether it is entitled to charge storage or not. See note to section 283, "Jacob's Law of Canada," p. 441. See also notes in "Abbott, Railway Law of Canada," pp. 352-357, inclusive. At p. 353 Abbott states:—

> "The generally recognized principal in England and the United States is that liability of the company ceases on the arrival of the train and expirtaion of a reasonable time given the passenger to take delivery of his luggage. The contract of the company with the passenger is to carry him and his luggage to a point of destination and there deliver the baggage to him; but during such

> transit they are liable as common carriers for the safe carriage and delivery of the luggage; but if the passenger, at his own convenience, chooses to leave the luggage at the station on the arrival of the train, they become only depositaries and are liable as warehousemen or bailees."

Under the cases, then, it appears that the obligation of the railway company as an insurer, under its carrier's liability does not terminate when the baggage arrives at the station, but continues for such reasonable time thereafter as is necessary for the passenger to take the baggage. It is within the decisions that what is a reasonable time has been regarded as a matter of particular facts.

What is asked for in the rule before the Board is an approval of the limitation of liability. Under section 340, the contracts, etc., limiting liability, which have validity when approved by the Board, are contracts "impairing, restricting, or limiting the liability of the railway company in respect of the carriage of any traffic." Until a time reasonably sufficient for the delivery of baggage has elapsed, the liability of the carrier continues, and it is within the jurisdiction of the Board to say what is a reasonable time for the termination of that liability.

The decisions establish that when the liability as a carrier terminates, the liability as a warehouseman begins. The Board is not given any jurisdiction, under section 340, to limit the railway company's liability as a warehouseman. In view, then, of the limitation of the Board's jurisdiction and the laws established by the decisions, the proposed rule 23 (*d*) should be reworded to read as follows:—

> "After the expiration of twenty-four hours from the receipt of such baggage, or articles in storage, the carrier shall be liable as a warehouseman only."

Rule 26 (*c*), as submitted, read:—

> "The liability of the carriers for loss of or damage or delay to baggage, or other articles, checked to points beyond their lines, shall cease as soon as such baggage or article is delivered to next connecting carrier."

From time to time, complaints have been presented to the Board dealing with difficulties which have arisen under the existing practice, which the rule just quoted sets out, if, for example, a passenger took a through ticket from a point on railway A to a point on railway C, passing in the course of his journey over railway D, and if, on arrival at destination, be found that his baggage had been lost in transit, or damaged, or some articles stolen therefrom, he was faced with the difficulty that the initial line which had checked the baggage claimed that its liability ceased as soon as the article passed off its own line; and under such circumstances it would be exceedingly difficult for the passenger to ascertain just where the liability attached. The railway company has superior facilities for ascertaining just where the loss or damage originated, and it can follow up the matter with the carrier concerned. It is in a position to obtain settlement and make adjustment with the passenger. The question was gone into at the hearing and a direction as to submitting a rule to take care of this situation was given the railway companies. A draft rule has been submitted, which has been gone over by the traffic representatives of the Canadian Manufacturers' Association and the Boards of Trade of Toronto and Montreal. The draft has been found satisfactory by them.

The following, which sets out the new rule, and which is now approved by the Board, will therefore be incorporated in the baggage rules:—

> "26 (c). In the case of baggage or other articles checked upon a through ticket at any point in Canada for conveyance to another point in Canada over any railway or railways subject to the legislative jurisdiction of the Parliament of Canada, other than the Intercolonial Railway and the National Transcon-

tinental Railway, the carrier checking such baggage or other articles, in addition to its other liability under these regulations, shall be liable to the extent provided for by these regulations for any loss, damage, or injury to such baggage or other articles caused by or resulting from the act, neglect, or default of the connecting or other carrier to which such baggage or other articles may be delivered in Canada, and from which the connecting or other carrier is not by these regulations or otherwise by law relieved; and the carrier so checking the baggage or other articles shall be entitled to recover from the connecting or other carrier on whose line the loss, damage, or injury shall have been sustained, the amount of such loss, damage, or injury as it (the checking carrier) may be required to pay under this regulation, as may be evidenced by any receipt, judgment, or transcript thereof; and except as provided by this regulation, the liability of the carriers for loss of or damage or delay to baggage or other articles checked to points beyond their lines, shall cease as soon as such baggage or article is delivered to the next connecting carrier."

Chief Commissioner Drayton, Assistant Chief Commissioner Scott, and Mr. Commissioner Goodeve concurred.

COMPLAINT OF DR. J. W. EDWARDS, M.P., IN THE MATTER OF THE TRAIN SERVICE ON THE CANADIAN NORTHERN RAILWAY LINE BETWEEN SYDENHAM, HARROWSMITH JUNCTION, AND KINGSTON, ONT.

Judgment, Chief Commissioner DRAYTON, September 30, 1915:

The application states:—

"In 1892 the Township of Loughboro passed a By-law granting a bonus of $5,000 to the Kingston, Napanee and Western Railway Company, which was to extend its line from Harrowsmith to Sydenham, a distance of about three or four miles.

"The agreement between the Township and the company required the company to run a train for passengers and freight from Sydenham Station to Harrowsmith in the forenoon and another in the afternoon. These trains to connect with the trains going to and coming from the City of Kingston. This was to be daily. Sundays excepted.

"It was further agreed that the company could only fail in carrying out this service, upon the repayment to the Township of the said bonus of five thousand dollars.

"Since this agreement, the road has been taken over and now forms a part of the Canadian Northern Railway. About the first of the year, the Railway Company took off the morning train, so that the people of Sydenham have no connection whatever with the trains running to Kingston. This is of course, a very great inconvenience to that place, which is the largest village in the County of Frontenac."

The railway company in its reply submits that the by-law, the basis of the complaint, reads as follows:—

> "The said company are to run a train for passengers and freight from said station (Sydenham) in the forenoon and one back to it in the afternoon, making connection with the trains at Harrowsmith every day in the week except Sunday."

The company further states that the by-law had been complied with, as Train No. 7 left Sydenham at 1.59 a.m. and arrived at Harrowsmith at 2.09 a.m.; and that

a train left Kingston at 2.45 p.m. arriving at Harrowsmith Junction at 3.40 p.m. connecting with train arriving at Sydenham at 3.50 p.m. The company's answer proceeds:

> "There is no doubt that at the time the by-law referred to was passed, the people in Sydenham did not contemplate being on an important trunk line between Ottawa, Toronto and Montreal, and Sydenham being now on the main line of our railway between these points is, we think, of very much greater advantage to the community than the local service at Harrowsmith, the distance between Harrowsmith and Sydenham being 4·3 miles.
>
> "Sydenham now gets the benefit of all through trains, and when business improves and the line opens through to Montreal we expect to have a local service between Ottawa and Kingston, in addition to the present main line service.
>
> "Sydenham now being on the main line has a day and night service east to Ottawa and west to Toronto and intermediate points, and while the morning connection to Kingston is at an awkward hour and involves a wait at Harrowsmith Junction, we still feel that it is a technical compliance with the by-law and that the only question that should be decided is whether Sydenham gets a reasonable service from the railway at the present time."

Sydenham lies about four miles east of Harrowsmith and the inspector reports that there is a good stage service between Harrowsmith and Sydenham by which connection can be made for Kingston.

The discontinuance of Train No. 71, of course, gives rise to the complaint. Train No. 71 was a local from Deseronto to Sydenham and return.

The receipts at Sydenham Station have been gone into by the Board, with a view to ascertaining whether or not, under the general provisions of the Act ,the Board could order the service to be re-instated. Taking the six months' period commencing on the 1st of October, 1914, and ending March, 1915, it was found that the total passenger earnings amounted to $130; the total freight earnings to $650.61; and the total express earnings to $31.30; resulting in gross earnings of about $811.91 for the period.

The Inspector, dealing with the question, of course as entirely a matter of reasonable service for traffic offered, proceeds in his report as follows:—

> "After going carefully into this matter with the agent and making full inquiries, there would seem to be little or no room for complaint, as Sydenham is on the main line of the Canadian Northern Railway between Toronto and Ottawa, and all trains stop at this station."
>
> "The service between Sydenham and Kingston is not so good as it might be, but there is an up-to-date stage coach or motor, which runs between Sydenham and Harrowsmith and makes the connections for Kingston. The handling of freight at Sydenham is the same as it always was, and it would be unfair to the railway company to ask them to put on a train, or run train No. 71 through from Yarker to Sydenham, a distance of about 10·6 miles, which could not be done except at a great loss to the company. It would cost at least $20 or $25 per day to do this, and you will note by the earnings for the three months when the train was on, that it was a losing proposition.
>
> "The fact that Sydenham is now located on the Canadian Northern Railway main line between Toronto and Ottawa, and gets the benefit of all the through service, should form some compensation for the slight inconvenience of the poor connections to Kingston."
>
> "Have no doubt that when business increases, the proper service will be put on and better connections made for Kingston; but, under the present strenuous conditions, it would be unfair to ask the company to run train No. 71 to Sydenham."

The Company also filed a statement showing freight and passenger business between Sydenham and Kingston which covers the period commencing June 1st, 1910, to June 5th, 1911. At this time Sydenham had no service on the main line, and the railway was not operated by the Canadian Northern. The return shows that 1,007 passenger tickets were issued at a gross return of $798.90, and 481,764 pounds of freight handled at a gross return of $270.38.

Under such circumstances, it is clear that no Order can be made directing the Company to maintain the service, which in view of the total earnings shown, was entirely unremunerative, resulting in losses to the Company which could only be made up from earnings supplied by other localities.

Adequate service under the provisions of the Railway Act is a service which it is the duty of the Board to see furnished; and, so far as service is concerned, under the circumstances of this case, no Order can be made.

The right of the municipality under its bonus by-law stands, however, on a different basis.

A hearing by the Board was had in Toronto, at which the Company was called on to show cause why the by-law should not be carried out.

The clauses of the by-law applicable are:—

> "The said Company are to run a train for passengers and freight from said station (Sydenham) in the forenoon and one back to it in the afternoon, making connection with trains at Harrowsmith every day in the week except Sunday.
>
> "Should the said Company at any time hereafter fail to maintain said road and station or run said trains they can only do so upon repaying said bonus of $5,000 to said municipality."

The Company is maintaining the station. It is giving Sydenham, owing to the fact that Sydenham is now on the main line of the Canadian Northern, greater railway accommodation than that called for by the by-law, in that the Company runs two eastbound trains and two westbound trains between Toronto and Ottawa daily, all stopping at Sydenham and at Harrowsmith,—the westbound trains leaving Sydenham at 1.59 a.m. and 3.10 p.m., and the eastbound trains arriving at Sydenham at 4.18 a.m. and 4.10 p.m.

Before the installation of the Canadian Northern service, through east and west traffic, either from or to Sydenham, was carried by the Kingston, Napanee, and Western by way of Harrowsmith to Kingston. So far as this service is concerned, there is no doubt that it is much better looked after so far as Sydenham is concerned under the present train service carried as it is east and west direct, than by what was formerly practically a transfer to Kingston.

While no doubt the east and west traffic is something which Sydenham was interested in and possibly one of the reasons why the township agreed to give the bonus of $5,000 to the construction of the line, undoubtedly, however, the local service between Sydenham and Kingston was a matter of moment; and it is a service, between Kingston and Sydenham, which is without any reservation covered by the by-law.

The company does not dispute that its predecessors pledged themselves to observe the terms of the by-law. There is no doubt that the $5,000 was accepted, and accepted subject to these terms. Under it, the company has to run a train in the forenoon and one back in the afternoon connecting with the trains at Harrowsmith. This connection at Harrowsmith is a Kingston connection.

The only morning train from Sydenham to Harrowsmith is the 1·59 a.m. train, arriving, at Harrowsmith at 2·09 a.m.; and the morning train from Harrowsmith to Kingston on the Canadian Central Railway leaves Harrowsmith at 9·15 a.m., entailing a wiat of seven hours at Harrowsmith.

At Harrowsmith both railways run into the same station, and trains on the Canadian Pacific can conveniently be taken from Harrowsmith to Kingston. The first train from Harrowsmith on the Canadian Pacific Railway leaves at 6.55 a.m., making a wait of four hours.

Apart from any question of connections, however, I am of the opinion that an obligation to supply a train in the forenoon is not met by supplying one an hour and fifty-nine minutes after midnight. The by-law accepted by the company's predecessors as it was, is one, which as I construe it, was intended to provide, and did provide, for a service which could be used by the people of Sydenham, a service which would enable them to leave Sydenham in the morning and not at night, and return in the afternoon. There is no difficulty about the afternoon train, as one leaves Harrowsmith at 3.55.

I am of the opinion, therefore, that the company has not provided the morning service, which, under the bylaw, it is obliged to do; and that, again under the bylaw, unless this service is given, the bonus of $5,000 has to be repaid.

I have no doubt that the people at Sydenham would sooner that a proper morning service to Harrowsmith with proper connection to Kingston would be given than that the township should recover this $5,000. In view of the earnings, however, as already pointed out, the Board cannot order that to be done. The company, however, will be given the option of restoring the service within one month, and thereafter maintaining it, or of repaying the $5,000 bonus.

No order will, therefore, issue, until the 1st of November, when, in the absence of the restoration of the service, an order will go directing repayment of the $5,000 by the Canadian Northern Railway Company to the municipality.

Mr. Commissioner McLean concurred.

ENQUIRY OF THE QUEBEC CENTRAL RAILWAY COMPANY, PER E. O. GRUNDY, SHERBROOKE, QUE., AS TO WHETHER IT CAN MAKE A REFUND IN FAVOUR OF THE DOMINION LIME COMPANY ON OVERCHARGE OF FREIGHT ON CAR OF LIME SHIPPED FROM LIME RIDGE TO STANSTEAD, QUE., IN DECEMBER, 1914.

Judgment, Mr. Commissioner McLean, Oct. 2, 1915:

Application was made by the Quebec Central Railway Company to authorize a refund in rates. On December 19, 1914, the Dominion Lime Company, of Sherbrooke, Que., shipped a car of lime, M.C. 3804, from Lime Ridge to Stanstead, Que. The car was billed at a rate of 13 cents per 100 lbs., a total charge of $39. This was made up of the combination of the Quebec Central commodity rate of 4 cents to Sherbrooke, plus the class rate from Sherbrooke. A tariff had been put in effective June 10, 1912, which quoted a joint rate of 8 cents per 100 lbs. on this commodity. The tariff had been cancelled April 26, 1914. When the shipment was made, the Dominion Lime Company assumed that the 8-cent rate was still operative. The Maine Central Railway Company and the Quebec Central Railway Company are concerned with the movement. Shipment is between two points in Canada. The Quebec Central Railway Company is not subject to the Board's jurisdiction; the Maine Central Railway Company is.

Effective April 26, 1915, a joint commodity tariff was issued by the Maine Central Railway Company in connection with the Boston & Maine Railroad via. Quebec Central. This quotes a rate of 9 cents per 100 lbs. from Lime Ridge to various points in Quebec, one of which is Stanstead. The Boston & Maine Railroad Company, on behalf of the Maine Central Railway Company, states that it is agreeable to a reduction of the rate charged to the new basis of 9 cents and to make reparation accordingly.

The Board is given no power to authorize a refund from a rate properly quoted under tariff, and if the matter stood on this ground alone nothing could be done.

Section 338 of the Railway Act provides—

> " . . . upon any such joint tariff being duly filed with the Board the company or companies shall, until such tariff is superseded or disallowed by the Board, charge the toll or tolls as specified therein . . . "

In the application of C. P. Riel for an order directing the Great Northern Railway Company to refund alleged overcharge on shipment of ties from Rykerts, B.C., to Portage la Prairie, Man., File 9659, the joint rate had been taken out, and thereafter the movement had to be on the combination of the locals. It was held by the Board that under Section 338 of the Railway Act the joint tariff could not be cancelled without filing a new one in substitution of it; that supersession did not mean cancellation, and that the only way to supersede was by filing something to take the place of the rate, that is by filing a through rate. Refund of the excess was authorized.

As indicated, the 13 cent rate charged is made up of the commodity rate on the Quebec Central and the class rate on the Boston & Maine. The rate comes within the ruling in the Rykerts case above referred to, and reparation should be made of the excess over and above the 8-cent rate.

As already stated, the Board has no jurisdiction to issue direction to the Quebec Central as to its portion of the rate; but it is understood from the correspondence that this railway company is willing to join.

Chief Commissioner Drayton concurred.

APPLICATION OF THE BOARD OF HIGHWAY COMMISSIONERS FOR THE PROVINCE OF SASKATCHEWAN, FOR AN ORDER AUTHORIZING THE CROSSING OF FIRST STREET SOUTH OVER THE STATION GROUNDS OF THE CANADIAN NORTHERN RAILWAY COMPANY AT THE TOWNSITE OF TURTLEFORD, SASK.

Judgment, Chief Commissioner DRAYTON, October 2, 1915:

The application is made by the Board of Highway Commissioners on the distinct understanding that both the cost and maintenance of the crossing should be borne by the railway company. The application points out that plans have been prepared by the company and approved by the proper officials.

In its reply, the company states:—

> "This crossing is being applied for by the Public Works Department on behalf of the Townsite Company.
>
> "According to the Surveys Act, Saskatchewan, it is necessary to give an approach to a subdivision from two of the roads surrounding the section. In this case one of the approaches calls for a crossing of the Canadian Northern Railway who have approved of the crossing but are senior to the roadway at the point of crossing.
>
> "The Townsite Company, as owners of the townsite, are tax-payers in the municipality and should not be shouldered with the full cost of maintenance and construction of the crossing, which, I think, should be installed and maintained at the expense of the municipality for whose benefit the crossing is put in. If the cost is borne by the municipality, the Townsite Co. will pay their share of its cost in their general taxes along with the rest of the owners in the townsite."

In its answer to the defence of the railway company, the Board states:—

> "This is a case where it was brought to our attention that the Board would not accept an application from the railway company or from the Townsite Company, and, therefore, at their request we made the application. I would draw your attention to the fact that your Board in other cases have accepted applications from the railway company and have granted orders

placing the cost and maintenance of these crossings upon the railway company. Order of the Board No. 19548 covers road connections at the townsite of Ceylon, Ardath, Hearne, Parkman, and Bratton. Your Board has also accepted applications from the C.P.R. in exactly similar cases and have issued orders. For instance, a road connection at the townsite of Herschel, order of the Board No. 19024; road connection at Leipzic, order of the Board No. 19026; and more recent still road connection at Raycraft, order of the Board No. 22977.

"The regulations of this Government regarding new townsites requires that each townsite be connected by streets with two of the road allowances which adjoin the section and it is often necessary in order to comply with these regulations that one of the streets cross the railway right of way, but we have refused to approve of any townsite plan until an order of the Board of Railway Commissioners has been issued placing the cost and maintenance of the crossing upon the railway company or the Townsite Company."

The practice of the Board is uniform. Where a railway is carried across a highway, all the costs of the construction and maintenance of the highway crossing which results is placed upon the railway. When new highways are laid out at the request of the municipality over railway tracks, and the property of the railway is thus made subject to the construction of a road across it and its use, in like manner, the cost and maintenance of the crossing is borne by the applicant.

It is manifestly fair that the party desiring the crossing and obtaining the benefit of it should be at its expense. It would be manifestly unfair for municipalities, in addition to having their highways burdened by new railway crossings, to have to pay for them; and the same principle applies conversely just as much in favour of the railways.

The orders referred to by the Board of Highway Commissioners do not appear to be in conflict with the principle; but, if they were, they should not be followed. The first order referred to, order No. 19548, was made on the application of the Canadian Northern Railway Company and on the consent of the department of the province. Orders No. 19024 and 19026 were again made on the application of the Canadian Pacific Railway Company, the proper department again consenting. Order No. 22977 was made on the application of the Canadian Pacific for authority to construct its railway across a street at Reycraft. This application was again one consented to, and the appropriate order issued.

In each one of these cases, the applicant, the party desiring the crossing and by its action showing that it at least thought it was benefiting, pays the cost. The ordinary principle applied.

There is no question as to the reasonableness or propriety of the regulations of the province requiring that each townsite should be connected by streets with two of the road allowances which adjoin the section, and that proper and necessary highway crossings should, in proper instances, be authorized by the Board, in order to give effect to this regulation. That has nothing to do with the cost.

Apparently the townsite company is the interest which requires the crossing. The cost should be borne by the municipality which can protect itself, if it so desires, by obtaining the comparatively small sum necessary to construct the crossing from the Townsite company before any work is actually done. The whole question is in the hands of the provincial and municipal authorities.

The crossing that is desired is unobjectionable, so long as it is constructed in accordance with the Standard Regulations of the Board, and authority will be given for its construction on terms that the costs are not thrown on the railway company. It is not a crossing which the Board should or indeed could order the local interests to make,—it is one which they may or may not construct, as they may determine.

Mr. Commissioner Goodeve, concurred.

APPLICATION OF THE ST. JOHN RAILWAY COMPANY UNDER SECTION 227 OF THE RAILWAY ACT, FOR LEAVE TO CROSS WITH ITS TRACKS THE TRACKS OF THE ST. JOHN BRIDGE AND RAILWAY EXTENSION COMPANY AT DOUGLAS AVENUE, IN THE CITY OF ST. JOHN, PROVINCE OF NEW BRUNSWICK.

Judgment, Chief Commissioner DRAYTON, October 4, 1915:

An Order has already gone, permitting the applicant company to cross with its tracks the tracks of the St. John Bridge and Railway Extension Company, as shown on the plan filed under the application.

It became apparent that the crossing, in as much as general highway traffic was concerned, was already protected by gates operated by a watchman; but, as no proper information as to the manner in which these gates were installed or operated was before the Board, the question of future operation of the necessary half-interlocker was not dealt with.

Messrs. Weldon & McLean, solicitors for the applicant, now write stating that the cost of the watchman who has been and is operating the gates for the protection of general highway traffic is borne entirely by the Canadian Pacific, and this advice is confirmed by the Honourable the Attorney General for the province.

The demands of the crossing at this interlocker are such that the case is not one in which the interlocker can conveniently or, indeed, profitably be looked after by the conductors of the street cars; and it is necessary that a watchman should be appointed for that purpose.

In the absence of any watchman at the crossing, the applicants would, therefore, be at the full cost of a watchman. As it is, the watchman now protecting the crossing against general traffic can equally well look after the operation of the interlocker.

Under the circumstances, the costs for watchman should be divided between the applicant and the Canadian Pacific Railway Company, and the care of the interlocker added to his present duties.

Mr. Commissioner McLean concurred.

PETITION OF THE RESIDENTS OF EUNICE, ALTA., PROTESTING AGAINST THE LOCATION OF THE PROPOSED SITE OF STATION ON THE LINE OF THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY COMPANY AT THAT POINT.

Judgment, Mr. Commissioner MCLEAN, October 6, 1915:

At the sitting of the Board in Edmonton on May 28, 1915, complaint was made on behalf of the residents of Eunice against the proposed site of the railway station. At present, there is a siding some distance south from Eunice, and it is desired by the applicants to have the station located closer to Eunice. The railway company desires to locate its station on the land on which the siding is located. This siding has been located in its present position for over two years. The railway company has no land at the point where the applicants desire the station to be located. The railway company has not in mind the construction of a station at present, as it states that existing business does not warrant it. The railway company has no application before the Board as to the location of a station at this point. In reality, the desire of the applicants to have the station located closer to Eunice involves the re-location of the siding.

The matter had already been looked into by one of the Board's Officials, who had recommended that the station should be located about 200 yards south of the post office; that is to say, about 900 feet from where the station would be located on the railway company's siding.

The Chief Commissioner in an oral judgment at the hearing pointed out that some additional information was necessary. The location suggested by the Board's Inspector

for the station would involve location on a fill varying from 3 to 7 feet. Further, at this point there is a grade of $\frac{3}{10}$ of 1 per cent, while where the railway company's siding is located the ground is level.

It had been complained that the siding location was unsatisfactory from the standpoint of drainage. The Chief Commissioner, therefore, directed that the matter should stand over so that the matter might be looked into from the standpoint of drainage and of operation.

The station on the railway company's siding would be located 1,632 feet south from the main road, or a distance of $\frac{3}{10}$ of a mile. The municipality has acquired a strip of land 66 feet wide for the construction of a road from the main road to the property of the railway company. A bridge has been constructed across Irish Creek by the municipality.

It was stated in evidence that the land for the road had not yet been surveyed, and that the Municipal Board had not yet taken the road over. The municipality, however, had spent public money on it in connection with the construction of the bridge; and it was stated by Mr. Goldman, who appeared for the petitioners, that the road would have to be continued in any case, as it was a necessity for the people living south of the creek.

The Board's engineer reports that there has been a ditch constructed along the west side of the track for the full length of the siding, into Irish creek. He reports that an additional ditch on the east side is necessary in order properly to take care of the drainage. As has been seen, provision has been made for a road by the municipality giving access to the company's property. The railway company states that it is prepared to keep in proper shape the road on its own property continuing from the municipal road aforesaid and affording access to the railway company's facilities. This obligation is on the railway company under any circumstances.

The difference in distance as between the location favoured by the applicants and that desired by the railway company is not great. As has been indicated, from the main road to the point favoured by the railway company for the station is less than one-third of a mile. If the station were located within 600 feet of the main road, as has been suggested, this would mean a saving in distance of about one-fifth of a mile.

There is an advantage from an operating standpoint in having the siding located on level ground. If there were a re-location of the siding, it would involve having double track construction over the creek and a running-board constructed across. Under normal circumstances, having such an opening across the station grounds would be unsatisfactory and have certain elements of danger attached to it.

Under the circumstances, the Board would not be justified in giving a direction which would involve the re-arrangement of the yard facilities which have been in existence for several years. The railway company has chosen the existing yard site as being the most satisfactory from an operating standpoint. Where a location for a yard can be obtained on the level, it is most satisfactory from an operating standpoint. The full burden of keeping the ground in question in satisfactory condition, from the standpoint of drainage, and of properly maintaining the roadway on its own property so as to afford success to its facilities is on the railway company.

Chief Commissioner Drayton concurred.

APPLICATION L. H. CONGREAVE, OF SICAMOUS, B.C., FOR AN ORDER DIRECTING THE CANADIAN PACIFIC RAILWAY COMPANY TO DESIGNATE A SUITABLE PLACE ON THE PLATFORM FOR THE PURPOSE OF RECEIVING GUESTS FOR HIS HOTEL.

Judgment, Mr. Commissioner McLean, Oct. 8, 1915:

Application is made by the proprietor of the Bellevue Hotel, located at Sicamous, B.C. Applicant complains that he desires to meet the Canadian Pacific trains so as to look after passengers who may desire to stay at his hotel. He is allocated a place

at the east end of the station platform, which is satisfactory in the case of trains going west. He wants, also, a place at the west end of the platform, so as to look after the traffic on trains going east.

The parties have been unable to agree, and the Board is asked to give a direction in the matter.

As was pointed out in *Twin City Transfer Co. v. Canadian Pacific Railway Company*, 15 C.R.C., 323, the obligations of the railway company are to the passengers, not to a transfer company. The railway company is under no direct obligation to cab-drivers. Its duties as a railway company commence and end with those arising out of and incidental to the carriage of traffic. (Ibid. pp. 327, 328). This position was followed in complaint of *Twin City Transfer Co. re allotment of space as a bus-stand by the Canadian Pacific Railway Co.*, File 20922. Here it was stated that subject to its obligations to its passengers, the railway company may make arrangements as to the proper policing of its station premises.

The Board has also gone into the question of the control which a railway company may exercise over its station facilities in connection with the use of a freight shed as a market for sale of fruit—*Cuneo Fruit & Importing Co., Ltd., of Toronto, Ont., vs. Grand Trunk Railway Company*, File 25682. There the Board held that the statutory duties of the railway company to furnish facilities related, in so far as a terminal station was concerned, merely to the unloading and delivering of the goods, and did not include facilities for their sale—the real question at issue. So, although there was a difference in treatment as between the applicant company and others in respect of the allotment of space for sale of goods in the shed in question, this difference in treatment was not a discrimination within the Railway Act, since the railway company was under no statutory obligation to furnish facilities for sale.

In the present application, the railway company's obligation is to the passenger or passengers making use of its facilities. It would be contrary to the Railway Act for the railway company to discriminate between passengers so using its facilities, such discrimination being in respect of the use of such facilities. But here the obligation ends. No allegation by a passenger that such discrimination exists has been presented to the Board. The direction requested, therefore, cannot be given, and the case must be dismissed.

Chief Commissioner Drayton concurred.

MR. N. K. LUXTON, ON BEHALF OF LIVERY AND HOTEL BUSMEN AT BANFF, ALTA., REQUESTS A HEARING OF THE BOARD TO DEAL WITH THE MATTER OF STATION PLATFORM PRIVILEGES AT THAT POINT, ON THE LINE OF THE CANADIAN PACIFIC RAILWAY COMPANY.

Judgment, Mr. Commissioner McLEAN, October 13th, 1915:

Complaint was made as to the facilities given at the platform to hotel buses other than those serving the Canadian Pacific hotel. The matter has been investigated. The platform facilities have been extended, with the result that the situation is greatly improved. Persons engaged in transfer or livery service, other than those serving the hotels, occupy a stand some distance from the platform and come to the station platform when signalled by an intending fare. Any driver who has been engaged by letter or telegram to meet a passenger will, on presenting such notification to the station agent prior to the arrival of the train, be permitted to come to the platform and stand there to receive his passenger or passengers. But as soon as the passenger or passengers are seated, the driver is expected to move on.

There is some complaint as to the allotment of space as between the bus drivers other than those serving the Canadian Pacific, there being some complaint as to the locations given within the space so allotted. In general, so long as the passengers are afforded reasonable and suitable accommodation, the railway company may make arrangements as to the proper policing of its station premises. The allotment of

space falls within such policing arrangements, and it is not for the Board to say what bus shall stand first or second.

Complaint is also made as to the treatment given the Brewster Transfer Company. It is alleged that there is discrimination in favour of this company, which has the contract to carry guests to and from the railway station and the Canadian Pacific Railway Company's hotel. It is alleged that the employees of this company have access to the platform and there solicit business, which privilege has not been afforded to others. Such an arrangement, however, is not contrary to the Railway Act and no redress can be granted.—*Twin City Transfer Co. v. Canadian Pacific Ry. Co., 15 Can. Ry. Cas., 323*

Chief Commissioner Drayton concurred.

MARSH *v.* LAKE ERIE & NORTHERN RAILWAY COMPANY *re* FARM CROSSING.

Judgment, Chief Commissioner DRAYTON, October 18, 1916:

The applicant claims that the Lake Erie and Northern Railway Company in constructing their line across his farm have cut off access from his pasture lands to the spring or watering place.

In answer to the application the railway company files certified copy of the option obtained from the original owner, Thomas Bowlby. The company under this option obtained its right of way, amounting to about one and one-half acres, across the farm, and paid the owner $447.27. The option shows that the consideration was made up of $149.09 for land values, and $298.18 for damages. The option is dated the 15th day of January, 1913. The company further states that under the arrangement with Mr. Bowlby he was to get a farm crossing, and this crossing has been supplied.

On communicating with the applicant, Sydney Marsh, he advises that at the timo he bought the farm from Thomas Bowlby the railway fences were up and a small grade constructed. He also states that the date of his deed was June 1, 1914.

An engineer of the Board who was sent to make an inspection reports that the farm was originally owned and right of way purchased from Thomas Bowlby, and that the applicant subsequently acquired the property. On going into the question with the applicant on the ground the engineer reports that what is desired is an under-pass at a point near the farm lane, for the use of cattle, from the pasture land on the south side of the track to a watering place near the buildings on the north side of the track, about 1,200 feet away, and that if the under-pass cannot be granted, the company should provide water either by well on the south side of the track, or carried by pipe line from the north to the south side.

The engineer reports that the fill crossing the farm is about three feet in height, and as at least eight and one-half feet is required for an under-pass it would of course mean considerable excavating. He also states that the land is clay without drainage, and that there is a good farm crossing at the farm lane convenient for all purposes.

The applicant acquired the land as it is to-day and the railway has paid damages to his precedecessors, which may or may not have been adequate, but which at any rate were not attacked, and cannot be by a subsequent purchaser.

A cattle pass as applied for would cost in the neighbourhood of $1,000. The application must be refused.

Assistant Chief Commissioner Scott concurred.

REQUEST OF THE KOOTENAY SHINGLE COMPANY, LIMITED, OF SALMO, B.C., FOR A RULING OF THE BOARD WITH REFERENCE TO CLAIM AGAINST THE GREAT NORTHERN RAILWAY COMPANY, ON SHIPMENT OF SHINGLES, ON WHICH CAR OF SIZE ORDERED WAS NOT SUPPLIED BY THE RAILWAY COMPANY.

Judgment, Mr. Commissioner MCLEAN, October 19, 1915:

Complaint is made that when a 35-foot car was applied for a 40-foot car was supplied with the result that instead of a 24,000 pound minimum applying, a 30,000 pound

minimum was charged. It was alleged that the railway company supplied the larger car for its own convenience; and it is complained that the result of this was an overcharge.

Applicants appear to be in error as to the car supplied. The Bill of lading shows that it was Canadian Pacific Railway car No. 205,968. This car is 36 feet 6 inches in length, *i.e.*, 36 feet inside measurement, and has a minimum of 28,000 pounds.

The railway company has no 35-foot cars. The car supplied was the nearest available to the length asked for. Had the railway company carried on its equipment register the type of car asked for, and had it for its own convenience furnished a larger car, then the minimum of the car asked for should have applied.

But owing to the applicant asking for a car of a type not carried on the equipment register of the company, and owing to his apparently not having furnished information as to the load involved, the railway company had no information as to whether a smaller car, if obtained, would do. The railway company did the best it could under the circumstances. The railway company is willing to settle on the basis of a minimum of 28,000 pounds, which is the minimum for the car supplied. This is the proper basis for adjustment.

Chief Commissioned Drayton concurred.

TOWN OF ST. LAMBERT *v.* MONTREAL AND SOUTHERN COUNTIES RAILWAY COMPANY *re* RAILS ON STREETS.

Judgment, Chief Commissioner DRAYTON, October 19, 1915:

The Town of St. Lambert makes application for an Order directing the Montreal and Southern Counties Railway Company to level the rails of its lines upon St. Denis, Elm, Victoria, Desaulniers, Bird, Front and Edison streets, in the said Town of St. Lambert; to place its rails and lines upon permanent foundations; and to pave between the tracks and on the sides thereof on the above named streets; and for an Order requiring that the work be done at the cost of the railway company.

The case was set down for hearing at a sittings of the Board held at Montreal on September 28, and judgment was reserved, so as to enable the Engineering Office to take up with the parties interested the work to be done, and report as to the cost and necessity of the work to the Board.

The Engineer has since reported, and states that the Municipality desires to do work on only three of the streets mentioned in the application. His inspection and estimates are confined to these streets. They are Elm, Desaulniers and Bird streets.

Mr. Elliott, who appeared for the Municipality, relied on Sections 5 and 25 of the Act.

So far as Section 5 is concerned, there is no doubt that the provisions of the Railway Act apply to this railway. Section 25 has no application to the case; but it is clear from the context that the Section that Mr. Elliott desired to refer to is the amendment of 1909, which, adding a new section, 26 (*a*), to the Act, conferred on the Board jurisdiction with reference to agreements.

Mr. Elliott's position was that the question was a matter of contract between a municipality and a railway company incorporated by the Dominion Government. Mr. Elliott filed contract of March 2, 1909, between the town of St. Lambert and the Montreal and Southern Counties Railway Company, with by-law of the town attached.

Under this by-law, the municipality granted to the railway company the right. for a period of twenty-one years, of establishing, maintaining, and operating in St. Lambert an electric railway or tramway for the carriage of passengers, freight, and express traffic upon the streets mentioned in the application, with the exception of Bird street. The company's rights on this latter street are hereafter referred to.

Mr. Elliott specially relied upon section 7 of the by-law, which is as follows:—

> "That the party of the second part shall only use in the construction of its railway, within the limits of the town of St. Lambert, rails known as 'T' rails, the said rails to be level with the existing roadbed, and that gravel be placed and maintained in good order, by the company, between the rails and two feet on either side thereof."

Other sections relating to the company's duties with reference to highway use, including section 3, under which it is obligated to remove snow from all the streets occupied by its roadbed to the width of 16 feet, to the satisfaction of the municipality; section 4, which reads as follows:—

> "That the party of the first part reserve the right to open any of the streets thus occupied by the said party of the second part, for the purpose of laying and repairing water and drain pipes, or for any other corporation works, at any time, on giving due notice to the party of the second part, but without indemnity for damages in connection therewith, except where such damage is caused by the wilful act, neglect, or default of the party of the first part, its agents or employees. The officers and employees of the party of the first part shall exercise all due and reasonable care in the execution of the said works."

Under section 8, the rails, poles, and necessary switches are to be placed on the various streets under the direction of the municipality.

So far as construction on the greater part of Bird street is concerned, the company obtained its rights before Bird street was taken over as a public highway by the municipality.

Mr. Elliott filed (Exhibit No. 5) a notarial deed dated August 17, 1909, from the Barsalou Estate and others to the railway company, under which, for all time to come, the right, privilege, and easement of laying, constructing, maintaining, and operating an electric railway along the proposed continuation of Bird street in St. Lambert was granted to the company. The deed provided that the railway company should only use in the construction of its railway, within the limits authorized, rails known as "T" rails, such rails to be level with the roadbed, and gravel to be placed and maintained in good order by the company between the rails and for two feet on either side thereof. The instrument also provided that, in the event of the town of St. Lambert, or any other municipality, at any time thereafter, taking over and assuming the streets mentioned, or any of them, on which the company's rails were laid, or were intended to be laid, that the public use of the highways should be subject at all times to the right, privilege, and easement of laying, constructing, maintaining, and operating the railway.

Under a similar deed the railway company obtained right of way to another portion of Bird street; and, in 1913, it appears by exhibits filed by Mr. Elliott, that Bird street was acquired by the Municipality, subject to the rights of the Montreal and Southern Counties Railway Company. As a term of the acquisition of the street, the same was to be improved, concrete pavements, cement sidewalks, water, and drainage were to be supplied.

The company has constructed, and is now maintaining and operating its railway on the streets in question. A proper plan and profile were filed with the Board by the railway company in 1909. That part of the profile dealing with construction in St. Lambert and on all the streets in question has on it the following memorandum:

> "Profile showing established grades throughout St. Lambert."..... .....

and this memorandum is signed by the Mayor.

No evidence whatever was given, nor indeed was any complaint made that the railway's construction, in so far as grades were concerned, did not conform to the By-law and contract, or that the construction had not been made under the direction of the municipality, as provided by section 8 of the by-law. On the contrary, the endorsation on the profile would seem to show that the municipality was satisfied with the grade.

At the hearing, Mr. Elliott stated his case as follows:—

> "In this particular case, Mr. Chairman, the Town of St. Lambert moved for an Order against the railway company asking them to level the tracks on several streets in the Town of St. Lambert, to lay the tracks upon permanent foundations, and also to pave between the rails and on the sides thereof as provided for in the contract entered into between the parties in 1909."
>
> When the contract was entered into, Mr. Chairman, in 1909, the Town of St. Lambert was very small indeed, some 2,000 inhabitants, and very sparsely built. Since that time it has grown and has now a population of 6,000, and it is proceeding to carry out permanent works. The streets which were formerly farm lands have now taken a developed shape. The Town authorities are proceeding to lay drains and pavements, and it is for an Order to have the railway company level their rails, place them upon permanent foundations, and pave between the tracks, that we now apply." . . . . . .
>
> "In 1909, when those works were laid by the railway company there might have been some excuse for laying the rails in the form they did, but with the streets taken over and laid out as they are it is utterly impossible for the Town to proceed because the rails on the streets to-day are 6 inches below the level of the street, from a foot to 6 inches. . . . "

Mr. Chisholm appeared for the Grand Trunk; and, in the absence of a written answer, the company's position was fully covered by his statements at the hearing, as follows:—

> "There has been no complaint up to the present that we have not filled in properly with gravel, and we have been running heavy cars there for six years. These rails were laid at the time in accordance with profiles submitted to and approved by the Town authorities. The whole trouble at present is, as you can see from my learned friend's remarks in the notice of motion, that they are desirous now of putting in new permanent roadways, bitulithic roadways, with concrete foundations, and they want this company to do the same sort of work between their rails and for a certain distance outside. Now if the proposition had come to us in this position, that some time might be given us as to an ordinary ratepayer to pay for something of that kind, we would have been able to consider it, but they want us to expend a lump sum, a large amount, in putting in these improvements which we say we are not bound to make. All our obligation has been performed. There was no complaint about gravel before. The section has been fulfilled. The rails were laid according to the level of the existing roadway, and there is nothing in this agreement showing that we have infringed it in any respect."

In my opinion, the By-law and contract cannot be read as obligating the railway company to construct a permanent foundation of any character or to do more than to complete its works under the direction of the Municipality, using "T" rails, and laying them at the level of the existing roadbed, whatever that might be, and having, in the first instance placed, maintaining in good order, gravel between the rails and for two feet on either side thereof.

In so far as the permanent pavement and foundation, however, are concerned, the application must be dismissed.

The situation, however, is not entirely similar so far as railway levels are concerned.

The municipality has proceeded with its highway work, and on either side of the railway has cut out roads at level entirely different to the railway level, generally speaking lower, and in some instances as much as two feet below the railway construction. While apparently the municipal work has proceeded without any assurance that the railway grade would be changed, so as to meet the present municipal desire, nevertheless the work has been done, and it would cost a good deal more to bring the highway level up to the railway level than it would to reduce the railway level to the level of the highways.

Beyond all question, public convenience, and perhaps safety, demand that the levels should be the same.

As a matter of contract, the railway company is not under any obligation to change its levels; but, apart from the contract altogether, and under the general powers of the Board under the Railway Act, I am of the opinion that an order should go directing that the railway's grade should be changed to conform to the new street line.

In view of the contract and the evidence as to the railway's construction, the cost must be on the municipality.

While the municipality is not entitled to an order directing the railway company to construct a permanent roadway between its rails and for a distance of two feet on either side thereof, if the municipality desires that the streets should be constructed in such a manner that the railway right of way would be surfaced in the same way and have the same foundation as the adjacent highway, I am again of the opinion that, the municipality must be authorized to do the work. If the municipality does this, it is relieving the railway company of the obligation of maintaining gravel between the rails and for two feet on either side; and the railway company should, therefore, contribute such a portion of the cost as will fairly represent its present liability in this regard. If the parties do not agree as to what this sum should be, the amount of the contribution will be settled by the Board.

While the cost of the actual work of lowering the railway to the new municipal grade, or paving between the rails and the two feet on each side, with the exception of the above contribution, will be borne by the municipality, and although the Board's order is made apart from the contract, I am of the opinion that any incidental damages resulting to the company should not be considered as part of the cost or as a municipal liability unless, in the language of section 8 of the by-law, such damages are caused by the wilful act, neglect, or default of the municipality, its agents or employees.

Deputy Chief Commissioner Nantel and Mr. Commissioner McLean concurred.

THE JOHN DEERE PLOW CO. *v.* RAILWAY COMPANIES *re* PORTABLE GRAIN ELEVATORS.

Judgment, Chief Commissioner DRAYTON, October 28, 1915:

The John Deere Plow Company, Limited, complains that the railway companies in the Western Provinces do not permit the use of their properties by portable grain elevators. It appears from the complaint that the Canadian Northern Railway Company has no objection to a farmer using one of these portable elevators for the loading of his own grain; and that a similar position is taken by the Canadian Pacific Railway Company.

The complaint points out that some of the machines have been sold to grain brokers, and also to individual parties who use the machines in loading grain grown in a certain district, but which grain is not grown by them, they merely using the elevator in the loading of grain for the people.

The complaint also points out that while line elevator companies charge from $10 to $13 for the loading of a car, the charge when the work is done by a portable elevator is but $5, and it is claimed that the railway companies' action constitutes a discrimination.

This complaint has been served on the railway companies. The answer of the Grand Trunk Pacific Railway Company is as follows:—

> "There is no objection to a farmer using portable elevator for the loading *of his own grain* into cars at stations on this company's lines, except by reason of the danger as outlined below.
>
> "As to the use of portable elevators in a purely commercial way by someone not handling his own grain; such action would, in my opinion, be contrary to the Canada Grain Act, and would interfere with regular elevators established and operating pursuant to the said Act.
>
> "In addition to this, the use of portable elevators would entail upon the railway companies quite a large risk from fire, due to the use of gasolene or similar fuel. Parties operating such machines (to whom the company is under no obligation whatever as consignor or consignee), even if financially able to indemnify the company against possible losses, would in all probability be unwilling to do so.
>
> "The further objection to the use of portable elevators by any one is the violent irregular explosions of their engines, which are liable to frighten teams of the company's patrons, who have business on the station reservation. The licensing of portable elevators or consent to their operation on the right of way would in all probability make the company liable for damages due to teams running away, etc.
>
> "In accordance with the provisions of the Railway Act and the Canada Grain Act, the company provides adequate and suitable accommodation for the receiving and loading of all traffic for carriage upon the railway. A portable elevator is not, within the meaning of the Act, such an accommodation."

The answer of the Canadian Northern Railway Company is as follows:—

> "In reply to your letter of the 2nd instant, I find that this subject has been given considerable thought by all railway companies in the West, and instructions have been issued by our company—which I understand are similar to the instructions given by other companies, that we will grant permission to farmers or combinations of farmers owning portable elevators, to operate same on our property for the loading of their own grain, but will not allow people engaged in grain business to use them unless it be at a point where there is no elevator or grain warehouse.
>
> "Our Winnipeg office has also discussed the matter with the Board of Grain Commissioners, and while the Grain Commissioners would not commit themselves definitely on this question, I am advised that they were of opinion that we should only allow portable grain elevators to be used at points where there were no standard elevators or warehouses, and also that farmers should be allowed to use them at any point for loading their own grain.
>
> "Our officials are of opinion that the general use of portable elevators on station grounds would undoubtedly result in line elevator companies curtailing the building of elevators and they point out that if the interior storage were not periodically increased, that the result would be very serious and the railroad companies might be called upon to expend a large amount of capital for additional equipment, that would not be of any service, except during the grain season.

"Our general manager advises that a very large amount of money has been expended in elevators located on our station grounds west of Winnipeg; that these elevators are operated under Government supervision; and that it has been the policy of all railways to encourage the building of these elevators because they consider it to be for the general good of the country.

"We submit that the regulations as issued by this company are reasonable, and in view of the fact that it is desirable to encourage the building of permanent elevators rather than to discourage them, that the Board should not interfere with the instructions given in this matter."

The answer of the Canadian Pacific Railway Company is as follows:—

"I am advised by our western officials that they, in company with the officials of other railway companies, have given the matter of the use of these loaders a great deal of consideration.

"They state that they are anxious to facilitate the loading of cars in every possible way, but that the elevator companies, who have gone to large expense to provide facilitites at various points for the handling of the grain traffic, are entitled to some consideration.

"These companies operate elevators under Government supervision on sites rented from the railway companies, and the facilities thus afforded are, where they exist, the most suitable and satisfactory for handling the grain traffic.

"If the Board were to take action as sought by the present complaint, and the use of portable grain elevators were to be adopted generally it would, in all probability, affect the business of the line elevator companies to such an extent that they would be obliged to cease the erection and operation of permanent elevators, with the result that the interior storage accommodation would diminish, and either the farmers would be compelled to erect granaries, or the railway companies would be compelled to serve the entire grain crop direct from the threshing machines to the lake front.

"Under these circumstances, while the railway companies may not object to the use of these portable loaders where no permanent elevator accommodation exists, I submit that this is a question which should be left, in the first instance, entirely to the responsible officials of these companies to decide, and that the only cases in which the Board would have jurisdiction to deal with the matter are those in which, after investigation, it might find that adequate facilities for loading were not provided. In other words, each case must be dealt with on its merits and the Board cannot, it is submitted, come to a fair conclusion as to the merits of all the cases arising on any general complaint such as that which is now before it.

"Under these circumstances I submit that no further action should be taken on this complaint at the present time."

Besides the complaint of the John Deere Plow Company, Limited, complaints have been received from other sources to the like effect.

The grain traffic, under the provisions of the Canada Grain Act is placed in the hands of the Grain Commissioners. The general scheme of the Grain Act is the establishment of a tribunal, with full power over the grain traffic. The Grain Commissioners' powers under it are broad; under section 119, subsection (d), the supervision of the handling and storage of grain in and out of elevators, warehouses, *and cars* is thrown directly on the Grain Commission, which is also given a general and complete jurisdiction over grain elevators,—terminal, public, hospital, and country.

The necessary facility for loading cars with grain, apart from the use of the regular elevator, is the loading platform. Although, in a sense, this loading platform is but a railway facility, nevertheless the location dimensions, and construction of

loading platforms are placed within the jurisdiction of the Grain Commissioners, and the use of these platforms in times of congestion is also subject to the jurisdiction of the Grain Commission, in addition to its admitted jurisdiction as to the supply of cars and the car order books.

I am of the opinion that the object of the Act is to place the grain traffic, as a whole, in the hands of the Grain Commission. The question as to the effect of these portable elevators on a general grain business, and on the construction of additional storage capacity, etc., are questions to be considered by, and I think are within the jurisdiction of the Grain Commissioners, rather than matters to be considered by this Board.

Grain is both loaded and unloaded by the shipper; the railway company, as such, has nothing to do with the operation either in or out of the car, except that its premises must be so arranged as to render these operations convenient. So far as the Railway Act is concerned, no duty seems to be thrown on the company one way or the other, the enforcement of which by the Board would result in the use of these portable elevators; except perhaps in the absence of other loading facilities.

I might further point out that, under The Grain Act, where elevators should be constructed and the railway company does not supply a site, it is the Board of Grain Commissioners that decides the question, and not the Railway Board. The portable elevator is not, of course, the same as the ordinary elevator in that it does not supply storage, but it performs the function of the regular elevator in so far as the loading of cars is concerned. As the site for the regulator elevator has already been put in the hands of the Grain Commission, it would again appear proper that that Commission should also consider the question of space which the use of the portable elevator entails. This really is the only question here involved. The application is not that the railway company should supply portable elevators as part of its facilities, but is, in fact, an application to compel the railway company to allow its property to be used by portable elevators operated, not by the shippers themselves, but by third parties for gain. While the use of portable elevators may be of advantage, the advent of a new interest in handling grain may be of questionable benefit. The elevators could probably be handled cheaper by the farmers co-operatively, or by the railway company, than by a new agency. Beyond all doubt the work of loading grain into the cars comes directly under the supervision of the Grain Commissioners, who probably would desire at least to fix a tariff for portable elevator services, if the operation of portable elevators by outside parties is to become a recognized practice in loading our wheat crop.

I am of the opinion that no Order can be issued on the complaint. Unless the real questions raised are settled by the Grain Commissioners, the grain traffic is subject to the disability of, in part, a divided jurisdiction exercised by two independent tribunals. While the question is one for the Grain Commission, I am nevertheless of the opinion that, in view of the fact that portable elevators, as such, are not dealt with by the Grain Act, and the jurisdiction of the Grain Commission may be questioned, the Board should, upon the request of the Grain Commission, issue any supplemental Orders that may be necessary to give effect to the findings of the Grain Board.

Assistant Chief Commissioner Scott and Commissioners McLean and Goodeve concurred.

COMPLAINT OF MR. A. H. MAYLAND, CALGARY, ALTA., AGAINST EXTRA FREIGHT CHARGED BY THE CANADIAN PACIFIC RAILWAY COMPANY ON SHIPMENT OF HOGS TO MESSRS. GORDON, IRONSIDES AND FARES, OF MOOSEJAW, SASK., THE SHIPMENTS IN QUESTION HAVING BEEN THROUGH BILLED WITH ALLOWANCE MALE FOR DIVERSION CHARGE.

Judgment, Mr. Commissioner McLean, October 29, 1915:

Complaint is made by Mr. A. H. Mayland, commission merchant and forwarding agent at Calgary, in regard to certain alleged excess freight charges collected by the

Canadian Pacific Railway Company. As set out by him, the facts in connection with the matter are as follows:

The applicant sold to one O. A. James three cars of hogs, which cars of hogs were subsequently shipped by James to Gordon, Ironsides and Fares at Moosejaw. Of these cars, one each was shipped from Vulcan, Okotoks and High River respectively. The applicant's arrangement with James was that he was to allow him the difference in the through rate from point of shipment to Moosejaw, and the local rate from Calgary to Moosejaw. In addition to this, the applicant was to become responsible for the diversion charge. It is complained that on the arrival of the cars at Moosejaw, the Canadian Pacific Railway Company's agent charged the local freight from the point of shipment to Calgary and the local freight from Calgary to Moosejaw. Gordon, Ironsides and Fares, to whom the hogs were consigned, paid this freight under protest so as to get delivery of the hogs. They then claimed against James for the amount in dispute, viz., $26.35, who in turn claimed against the applicant.

The matter has been developed in correspondence and in hearing.

The railway company states that the shipment from Vulcan was consigned to the applicant at Calgary, and that the car contained 65 hogs. There was loaded out and consigned to Gordon, Ironsides and Fares another car containing 97 hogs. The shipment from Okotoks was consigned to the applicant at Calgary. The car contained 57 hogs. Subsequently 92 hogs were shipped out in another car to Gordon, Ironsides and Fares. In the case of the shipment from High River, the shipment was consigned to Gordon, Ironsides and Fares at Moosejaw. The car contained 50 hogs. This car was unloaded at Calgary for feeding and the original load was completed with 50 additional hogs, with the charge for stop-off and completion of $3, as provided by tariff. The railway company states that as the car was originally billed to Moosejaw, there was no diversion in transit and no change of ownership.

In regard to the shipment from High River, the applicant refers, in his statement submitted, to car 269,328, while the railway company refers to car 270,660. The railway company says there was a charge for completion of load in transit; the applicant says that the charge was for diversion.

The particular facts are of importance only as bearing on the applicant's rights under the tariffs, as the whole matter is concerned with the construction of the tariffs.

What is involved is the question as to whether the cars concerned had the right to move on the through rate to Moosejaw, plus certain additional charges. The applicant draws attention to the fact that if the agent of the railway company at Calgary is notified before the shipment of livestock arrives there he may permit the billing to be extended after the stock arrives, on the payment of $3 per car. Subject to this diversion charge the shipment may move on the through rate.

The applicant has the right to stop the hogs at Calgary for feeding and watering. To do this the hogs have to be unloaded from the car; no charge is made for this. There is a provision for completion of load in transit, and a $3 charge per car is made for this. On the applicant's submission, he did not pay the completion of load charge; but, as shown, he did ship out a larger number of hogs than he shipped in. That is to say, without paying the tariff charge provided he completed the load. Just how it happened that the hogs were shipped in one car and shipped out in another does not appear. If the shipment were made as completion of the load, it would, unless arrangements to the contrary were made by the railway company, move out in the car in which the shipment inbound moved.

The applicant does not refer to the completion of the load charge but to the diversion charge, which charge he states he paid. The charge for diversion in transit is $3 per car. In addition, there is charged the difference between the rate billed and the rate from shipping point to ultimate destination. Further, in case a car is forwarded to a destination out of the direct run, there is an additional charge of one

cent per ton per mile with a minimum movement of twenty miles. Here, again, it may be noted that, unless special arrangements are otherwise made by the railway company, the diversion charge applies in the case of the car in which the shipment is at the time when the diversion is applied for.

The fact that a $3 diversion charge was paid gave no right, without an additional payment, to have the completion of the load in transit arrangement. Equally a payment for completion of load in transit does not cover diversion.

As has been indicated, there is a dispute as to the nature of the movement in the case of the High River car. But taking the movement as covered by the applicant's submission, the situation is that in the case of the movements from High River and Okotoks the payment of a diversion charge did not cover the completion of the load in transit. In the case of the shipment from Vulcan, the movement to Moosejaw would probably be via Kipp and Dunmore Junction, a distance of 416 miles. The car was billed to Calgary and afterwards sold and reconsigned to Moosejaw. This meant a movement by this route of 495 miles, or an addition of 79 miles. Even had proffer of the sum payable for stop to complete load in transit been made, the arrangement would not have been applicable here, as it applies only in the direct line of transit.

The applicant not having complied with the provisions as to completion of load in transit, it does not appear that the rates as charged were contrary to tariff.

Chief Commissioner Drayton concurred.

APPLICATION OF THE CITY OF OTTAWA FOR AN ORDER GRANTING IT PERMISSION TO LAY A WATER PIPE THROUGH THE BROAD STREET STATION YARDS OF THE CANADIAN PACIFIC RAILWAY COMPANY, OTTAWA.

Judgment, Assistant Chief Commissioner Scott, Nov. 5, 1915:

The City of Ottawa, in constructing what is known as its overland intake pipe, desires to carry two 51-inch pipes for a distance of about 1,450 feet through the Broad Street Station Yards of the Canadian Pacific Railway Company. The pipes would pass under eleven railway tracks, and be so close to the company's round house that no addition to that building could be constructed without interfering with the pipes.

The city urges its application on two grounds: one, that the location through the railway company's property would be shorter and straighter than any other location; and the other, that the location applied for would cost $27,000 less than the cost of laying a pipe on Bayview road and Wellington street, passing around the property of the railway company.

The railway company objects to the application upon the grounds that the construction of the water mains through its property would be unsafe to the travelling public and would curtail the use of the property by the company by preventing the changing of the location of the existing tracks or the laying of new tracks without great inconvenience. The railway company also says that its roundhouse accommodation is not now sufficient, and that the pipes if constructed as the applicant asks, would prevent an addition being constructed to the round house. The railway company also says that at some future time it desires to build a machine shop on part of the property where the city desires to lay its pipes.

Some years ago the city was authorized by this Board to lay a sewer pipe through the property of the railway company. The sewer pipe was much smaller than the pipes the city now desires to construct, and the excavation necessary for the sewer pipe caused the railway company much less inconvenience than would be caused by the larger excavation, which would be necessary if this application was granted. In connection with the sewer pipe it was shown that a better grade could be got through the

railway company's property than by any other route. The question of grade is not important with the water mains, because the water would be pumped through the pipes at a high pressure.

In preparing its plans and specifications, the city followed the standards adopted by this Board; but, these standards were intended to apply in the case of ordinary water mains which are much smaller than the pipes the city intends laying in this case. Where a 51-inch pipe is to be laid our standards would not apply, as it would be necessary for us to impose special conditions for the protection of such a large pipe passing under a railway track.

In a report made some days before the hearing, our Chief Engineer, after having made an inspection on the ground, accompanied by the engineers for the city and the railway company, stated that he could not recommend the granting of the application.

After hearing the parties the application was reserved to give the Board an opportunity of securing the further advice of its Chief Engineer on several engineering questions. Mr. Mountain has now made the following report:—

> "After the hearing this morning, I was instructed by the Board to get up an estimate of what it would cost to place the pipe at a depth where, in my opinion, any question of vibration by trains passing over it would be done away with; also the cost of concreting it across the Canadian Pacific Railway yard so that tracks might be laid down at any time the railway company desired to do so without having to have new concrete covering put on the pipe.
>
> "After taking the matter into consideration, and considering the nature of the ground, I felt it would be advisable to put the pipe down 10 feet, and this depth including the concrete over the pipe, would amount to $29,700. I may say that the Engineers who appeared for the railway company and the city agree on this estimate. The difficulty is, however, that at this depth we should meet water and in taking care of it would probably make the cost prohibitive, and I doubt very much if it could be un-watered. All the engineers interested agreed on that.
>
> "It was also suggested that we might leave it as it is 4 feet 6 inches below the surface in a tunnel; the tunnel to be of sufficient strength to take care of the tracks without any pressure on the pipe, but this was considered by all parties to be prohibitive in cost. Even with either of these propositions, there would remain the fact that if a building was to be placed on the surface where the proposed pipe was to cross, there would be additional cost in putting up these buildings to make the foundations straddle the pipe; and of course it would be unfair to say that the railway company might not want to put up some building on the ground under which the pipe is proposed to pass."

As it appears that the additional work which our engineer recommends should be done to make the pipe safe if it were laid on the line applied for would cost more than the cheaper method of construction if the pipe line followed the city's property; and, as we are satisfied that it is quite feasible for the city to lay the pipes on its own property, I think the application should be refused.

Deputy Chief Commissioner Nantel and Mr. Commissioner Goodeve concurred.

Mr. Commissioner GOODEVE:

I also concur in the judgment of Commissioner McLean which is supplemental in character.

Judgment, Mr. Commissioner MCLEAN, November 6, 1915:

While it was contended by the railway company that aside from the obligations imposed on its lands by statute, said lands were otherwise in the same position as those of a private landowner, the city, in so far as it dealt with this contention, appeared to assume that a public service corporation was different in all respects from a private landowner.

The city in its application emphasized the engineering economics and lower cost of construction of the route as proposed on the railway lands. On this, there was a joinder of issue between the parties.

While the city emphasized the engineering economics of the route proposed by it, it being alleged that there would be greater friction in the case of the longer route, the progress of the hearing showed that the main objection was the extra cost.

Assuming that economy of construction affords an adequate reason for granting the order sought, does such economy exist?

In connection with the railway company's lands, there are obligations as to public safety. The railway company, as a public service corporation, has also thrown on it the obligation of supplying adequate facilities for the handling and carrying of traffic. The initial discretion as to the method in which its lands will be used to meet such obligation is on the railway company.

The investigation of the Board's Chief Engineer establishes that, both from the standpoint of public safety and from the standpoint of that reasonable utilization of its lands, which its obligation as a public service corporation imposes, additional construction modifying the city's plan as presented would be necessary. The changes necessary would more than counterbalance the assumed savings. On this showing, the order asked for cannot be granted.

Deputy Chief Commissioner Nantel concurred.

CANADIAN PACIFIC RAILWAY COMPANIES APPLICATION FOR AUTHORITY TO MAKE EXTRA CHARGE FOR CARS REMAINING ON HAND AT CARTIER AWAITING FURTHERANCE ORDERS, AFTER THE EXPIRATION OF 72 HOURS FROM TIME OF ARRIVAL.

Judgment, Chief Commissioner DRAYTON, November 4, 1915:

This is an application made by the Canadian Pacific Railway Company for an Order rescinding previous orders and authorizing the company to make an extra charge for cars remaining on hand at Cartier waiting furtherance orders, after the expiration of 72 hours from time of arrival.

The application was heard, in the first instance, at a sitting of the Board held at Montreal, on January 29, 1915. Judgment was reserved; and, further written representations having been made by the parties, the case was listed for further hearing at the request of Mr. Tilston, Manager of the Transportation Department of the Montreal Board of Trade, and the Montreal Corn Exchange Association. The further hearing took place at a sitting of the Board held in Ottawa on September 21, 1915.

The application is opposed by Mr. Tilston and the Montreal Corn Exchange Association.

Those interested in the grain trade, under the arrangements in effect for many years, have a special privilege of consigning cars to Cartier for furtherance orders without any addition to the rate, except the nominal charge of $1 per car for the stop-over privilege, the charge of $3 as for a re-consignment, not being made. The privilege has proved of great value to grain buyers and commission merchants. It enables them to take advantage of market conditions and to order cars before ultimate purchasers are secured. They have from the time the grain is, in the first instance, loaded until the car reaches Cartier within which to make whatever arrangements they desire to make before its final delivery. The privilege is a valuable one, which the Railway Company asserts has been abused.

The stop-over rate of $1 has been directly dealt with by the Board. The rate in the first instance appears to have been 25 cents; the railway company proposed to increase the charge to 1 cent per 100 lbs.; the Board directed the restoration of the 25-cent per car rate; but, on a subsequent application in March, 1910, increased the charge to $1 per day per car.

Although the question of stop-over is frequently mentioned at the hearings, it has nothing to do with the present application, and no consideration can be given to the fact that the railway alleges the charge to be insufficient and below actual cost as a ground for affording more revenue to the carrier under the guise of charges for unnecessary or improper delay.

The whole question is whether or not, on consideration of all the circumstances at Cartier, the proposed increases in car rental should be authorized.

The exhibits filed show that from December 1, 1911, to March 31, 1912, 2,411 cars were held at Cartier for furtherance orders. Out of this total, 15 were held over 72 hours and 165 over 96 hours. From December 1, 1912, to March 31, 1913, 4,029 cars were held for furtherance orders, 12 of which were held over 72 hours and 658 over 96 hours. From December 1, 1913, to March 31, 1914, 8,567 cars were held for furtherance orders, 95 of which were held over 72 hours and 615 over 96 hours. From December 1, 1914, to January 20, 1915, 150 cars were held for furtherance orders, 9 of which were held over 72 hours and 32 over 96 hours.

The company's present proposal leaves untouched the charges on all cars which are despatched within 72 hours. Under this proposal, under the heading "Penalty" is shown the conditions sought to be made for holding cars for the long periods. The result, of course, is the same whether this is called car rental, storage charges, or penalty. The company's proposal works out as follows:—

"PROPOSED STOP-OVER CHARGE AT CARTIER, ONT."

Period.	Stop-over.	Car Rental.	Penalty.	Total
24 hours	$1 00	....	....	$1 00
48 "	1 00	$1 00	....	2 00
72 "	1 00	2 00	....	3 00
96 "	1 00	3 00	$1 00	5 00
120 "	1 00	4 00	2 00	7 00
144 "	1 00	5 00	4 00	10 00
168 "	1 00	6 00	6 00	13 00

As a result, out of a total of 14,887 cars held for furtherance during the periods above set out, 1,600 cars would have been subjected to the extra per diem rate under the proposed tariff.

The company alleges that on January 1, 1912, 5·90 miles of siding were available in the Cartier yard, and that the present mileage is 6·55 miles; but the company also alleges that, notwithstanding this relatively very large mileage for Cartier Division, owing to the abuse of the stop-over privilege, Cartier yard is congested and traffic impeded.

So far as actual congestion is concerned, the Board's records show that an embargo was placed on grain shipments consigned to Cartier for furtherance orders in the winter of 1913.

The embargo was made effective by the following telegrams issued by the company:—

"January 31, 1913.

"Account accumulation cars of grain on hand Cartier for orders, some of which have been there since January 1, please do not load or accept billing for any cars grain billed to Cartier for orders during seven days, February 1st to 7th inclusive."

"February 6, 1913.

"Please instruct that shipments of grain billed to order Cartier are not to be accepted until after Friday, February 14, account accumulation such cars on hand."

Shipments were accepted on February 14, when the embargo ended.

An embargo, as a matter of course, entails a large hardship and inconvenience to the grain trade.

Complaint was made by Mr. Watts, for the Dominion Millers' Association, at a sitting of the Board held in Toronto on February 7, 1913. At the discussion he pointed out that the great difficulty was that the mills of his Association depended on shipments from the West to keep running, practically, all the mills in Ontario; and that if they were held up by an embargo, it meant that the mills were placed at a great disadvantage. He showed that he had grain ordered out of the elevators in Fort William from the middle of December and the beginning of January not yet shipped; that the December cars were mostly shipped at the time of the hearing; that although he had approximately 200 cars shipped to Cartier, he had never incurred one dollar's demurrage. In other words, furtherance orders for his grain were either received the day the grain reached Cartier or before its arrival. Mr. Watts complained of the practice of others holding cars at Cartier and thus bringing about the congestion complained of.

At the first hearing, Mr. Watts opposed the application, on the ground that he feared that an increase in the Cartier charges would not be considered as applying to an extraordinary situation, but would be considered as a basis for charge for general application.

Mr. Watts has since written the Board as follows:—

> "With further reference to your letter of August 24th, I took up this question with our Freight Committee and also our Executive Committee, and beg to say on behalf of the Dominion Millers' Association, that in view of the very large crop reaped in the Northwest this year, and as the movement of the grain is considerably later than a year ago, also in view of the probability of the elevators from Fort William east becoming badly congested by the close of navigation, owing to the shortage of vessels, we feel that it is in the interest of the general public that all danger of congestion of the railroad facilities at Cartier should be avoided.
>
> "As Mr. Beatty undertook, on behalf of the Canadian Pacific Railroad, in his letter of August 16th, that the imposing of a penalty will not in any way be regarded as a precedent, or be used as the basis of an argument in connection with the proposed revision of the demurrage rules, which we understand the Board will shortly undertake.
>
> "On the distinct understanding that the question of Reciprocal Demurrage, which we brought to the attention of the Board some time ago, will be taken up and dealt with at an early date by the Board, our Association will not oppose the granting of the request of the Canadian Pacific Railway, as recommended by your Chief Traffic Officer."

In opposing the application, Mr. Tilston pointed out that, what he termed the experimental order of November 30, 1912, temporarily increasing demurrage rates, specifically exempted Cartier from its application. That the only question was as to whether any different charge should be made for detention other than the charges under the Demurrage Rules, which have already been approved, pointing out that whether the delays are at Montreal, Cartier, or any other point, the same penalties apply; that the filed tariffs of the railways providing for stop-overs on all classes of traffic, such as lumber, coal, and fruit, all provide that the detention charges shall be the car service rules, and that the tariffs providing for stop-over at terminals such as Bridgeburg, Toronto, Montreal, specifically read that the detention charge shall be the charge provided by the Canadian Car Service Rules, and that any deviation from this practice would be improper.

Speaking generally, I am of opinion that it is beyond all question that general charges, such as the demurrage charge is, should be similar at all points; but, on the same ground, I would also have thought, apart from some specially controlling circumstances, that stop-over charges should also be the same.

A stop-over charge at Montreal is $3, at Cartier it is but $1; and it was alleged at the hearing in Toronto by Mr. Watts that cars were unduly held at Cartier owing to the fact that in view of the lower stop-over charge at that point it was economy to do so.

Under the present tariffs, the cost of stopping a car of grain for furtherance at the Canadian Pacific yards at Outremont, Montreal, and Cartier, compare as follows:—

	Outremont.	Cartier.
24 hours	$3 00	$1 00
48 "	4 00	2 00
72 "	5 00	3 00
96 "	6 00	4 00

The lower cost is, of course, brought about by the fact that, the car rental charges being the same in each instance, the initial cost of the stop-over is $2 more at Outremont than it is at Cartier. Congestion at Cartier is, however, more injurious to the business interests of the country than at Outremont, as the railway has the right to load into the elevators or warehouses the contents of cars unduly delayed. There are no such elevators or warehouses in Cartier, and it would be a matter of unnecessary expense to erect them simply for the purpose of accommodating stop-over traffic, with the result that the only remedy that can be supplied, in case the trade holds cars an undue length of time at Cartier is the embargo.

Mr. Miller, of the Montreal Corn Exchange, opposes the application, and resents the suggestion that he holds cars at Cartier an undue length of time for the purpose of speculation, but that he holds them rather as the result of traffic conditions. His idea was that the average length that he held cars at that point was five days. Under the company's proposal, the total charge for cars held at Cartier five days would be $7, which would be the present charge for five days' stop-over at Outremont.

Mr. Bashaw (of Joseph Ward & Co.), who also appeared in opposing the application, stated that on the average his detentions would not be greater than five days. Mr. Bashaw has subsequently written stating that, in taking out the figures, he finds his average to be three days instead of five. Charges for a three-day detention are not sought to be increased.

Mr. Bashaw took out the statement of cars handled by his company in 1913. The record shows that out of a total of 126 cars, 60 cars passed through in one day; 22 passed through in 2 days; 13 passed through in 3 days; 8 passed through in 4 days; 4 passed through in 5 days; 8 passed through in 6 days; 2 passed through in 7 days; 4 passed through in 8 days; 3 passed through in 11 days; 1 passed through in 15 days; and 1 passed through in 22 days.

Mr. Marshall, who appeared for the Grain Section of the Toronto Board of Trade, stated that his section had no objection to the detention charge, as proposed by the company, being tried out for this year, to see if it would improve matters, on the distinct understanding that the increase should not form any precedent with regard to any adjustment that might take place later on in the Car Service Rules or at any other stop-over point.

The stop-over privilege at Cartier is specially low; and was probably fixed by the Board, in the first instance, having regard to the fact that the company had granted a stop-over free of all costs in order to facilitate the grain business. At any rate, a different treatment has been accorded stop-overs at Cartier than has been accorded at other points.

If conditions require it, therefore, there is no reason why special provisions should not be made, at Cartier in other regards as well. The company does not seek to raise the stop-over charge. Its position is that to do so would be to penalize shippers who are not in any way contributing to the congestion in the yards.

There is no doubt that the stop-over privilege is a great benefit and convenience to the grain trade. I doubt very much if the mere increase of the stop-over in any

event would be as efficacious in preventing congestion as an increase of the character now proposed, penalizing the holding of cars for undue and unnecessary periods as it does.

In my opinion, 72 hours is quite long enough time for any trader to have within which to make up his mind where his grain is to go after it reaches Cartier, and that traders who are not then in that position should not be unwilling to pay something extra for the extra time.

In view of the large grain crop this year and the possibility of further congestion, I am of the opinion that, in the interests of traffic, the proposed tariff should be sustained.

Assistant Chief Commissioner Scott and Commissioners McLean and Goodeve concurred.

COMPLAINT OF THE KELOWNA BOARD OF TRADE AGAINST THE CHARGE OF $2.50 MADE BY THE CANADIAN PACIFIC RAILWAY COMPANY FOR HAULING CARS FROM THE DOCK AT KELOWNA, B.C., TO AND FROM THE VARIOUS WAREHOUSES.

Judgment, Mr. Commissioner McLean, October 13, 1915:

This complaint was heard at Revelstoke at the sittings of the Board in June, 1915. At an earlier date, complaint was brought before the Board, in correspondence, regarding a charge of $1 made for the handling of incoming and outgoing cars at Kelowna. The matter was dealt with in the judgment of the Board delivered on May 15, 1913, in which it was found that the charge of $1 was reasonable.

The matter has stood for the filing of cost figures by the railway company. These figures are now before the Board.

The special charges concerned are to be found in special freight tariffs. Down to August, 1913, the charges were set out in the special tariff covering switching services at stations on the western lines of the Canadian Pacific Railway Company. Since that date, the tariff has been described as special freight tariff covering local switching, interswitching and absorption of switching charges on carload traffic applying from, to or at stations on the Canadian Pacific and Esquimalt and Nanaimo Railway, as specified in the tariff.

In addition to the charge as set out in the special tariff, reference must be made to the ordinary tariffs of the company for the rate to or from the point in question.

The charge as provided for in the Canadian Pacific Railway tariff effective August 17, 1910, Supplement No. 5 to C.R.C. No. W-1401, reads as follows:—

> *Dockage at Kelowna, B.C.*—"Carload freight originating at or destined to team tracks or private sidings at Kelowna handled by car barge service, $1 per car, dockage in addition to rates from or to Kelowna."

In the history of this rate, which was submitted by the railway company, it was stated that it was put in as the result of an agreement in 1910 with the Kelowna Farmers' Exchange. Freight is handled from Okanagan Landing to Kelowna by boat, and the practice has grown up of handling freight between these points on cars on car barges. The cars were placed on the dock and then had to be moved to various sidings in the town. The railway company had not, prior to this date, performed any service beyond the placing of the cars upon the dock.

The applicants prefer to have this service performed by the railway company, as they say that in this way a unified control of the movement is obtained.

In the town, there are various sidings owned by individuals engaged in business. The average delivery haul to a siding is about 700 feet. The siding furthest from the dock is located about 1,100 feet therefrom. The consignees had been in the habit of having these cars hauled by team to their sidings at a cost which was stated to have

run about $3 per car. Under the agreement referred to, the railway company undertook to perform this service for $1 per car.

The railway company admitted that the Board had jurisdiction to deal with this, as being a toll charged in lieu of cartage at Kelowna.

By Canadian Pacific Railway tariff, Supplement 10 to C.R.C. No. W-1401, effective October 13, 1910, Summerland was included under the dockage charge as above stated.

In Canadian Pacific Railway tariff C.R.C. No. W-1581, effective July 5, 1911, the term "extra terminal switching" appears, and this is defined as being an extra charge in addition to the rate as made for special service to or from sidings. This tariff still carries under the heading of "Dockage charge," the $1 charge at Kelowna or Summerland, but it is defined in a marginal note as being an extra terminal switching.

Canadian Pacific Railway tariff C.R.C. No. W-1699, effective May 14, 1912, carries the same notations and descriptions as to the dockage charge at Kelowna and Summerland, but adds thereto Penticton.

The increased rate complained of was put in by Canadian Pacific Railway tariff C.R.C. No. W-2027, effective April 5, 1915. This continues the definition of "extra terminal switching" as already referred to, but there is a change as to the description of the service at Kelowna. While this is noted in the margin as being an extra terminal service, the charge appears as follows: "Carload freight between car barge and land team tracks or private sidings, $2.50 per car." The word "dockage" no longer appears.

The railway company's plea in justification of the $2.50 rate is that it is necessary to charge this in order to cover the cost of service. At the hearing, it was stated that during 1914, 1,414 cars were handled, from which there was a revenue of $1 per car, and that the work entailed cost the railway company $3,317; that is to say, an average cost of $2.33 per car as against a revenue of $1 per car.

The railway company was asked to submit a detailed statement of the cost of this service. The following statement submitted by the railway company shows the number of cars handled each month from July, 1914, to June, 1915; the cost of landing the cars from the barge, the amount paid to teamster, the total cost and total revenue, and average cost per car and average revenue per car.

Month.	No. Cars.	Cost landing cars from barge.	Paid teamster for switching.	Total cost.	Total revenue.	Cost per car.	Revenue per car.
1914.		$ cts	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
July	86	86 00	228 80	314 80	86 00	3 66	1 00
August	201	201 00	314 40	515 40	201 00	2 56	1 00
September	261	261 00	315 20	576 20	261 00	2 20	1 00
October	301	301 00	294 40	595 40	301 00	1 97	1 00
November	63	63 00	200 00	263 00	63 00	4 17	1 00
December	53	53 00	108 00	161 00	53 00	3 03	1 00
1915.							
January	41	41 00	104 00	145 00	41 00	3 53	1 00
February	41	41 00	96 00	137 00	41 00	3 34	1 00
March	45	45 00	108 00	153 00	45 00	3 40	1 00
April	27	27 00	104 00	131 00	67 50	4 85	2 50
May	24	24 00	104 00	128 00	60 00	5 33	2 50
June	25	25 00	104 00	129 00	62 50	5 16	2 50
Totals	1168	1,168 00	2,080 80	3,248 80	1,282 00		
Average per car,		$1.00	$1.78	$2.78 and $1.09			

Under the $1 dockage charge as provided for in the earlier tariffs, there was a charge for the service performed in moving a car from the dock to the siding, or from the siding to the dock. The wording in respect of the extra terminal service as set out in the existing tariff is significant. It is now concerned with the charge for the movement between the car barge and land team tracks or sidings; that is to say, the railway company holds itself out only as undertaking under the tariff concerned to take the car barge to a point where it will be tied up to the dock, and thereafter there is an additional charge for the movement from this point to the siding.

As is indicated in the tabular summary above referred to, the railway company allocates a charge of $1 as being the cost of landing cars from the barges on the dock. These cars are hauled up to and lowered from the dock by means of a winch.

Just how the car barge service developed has not been set out in evidence. Prior to the use of the car barge service, the railway company would be at the expense of a break bulk movement from the cars at Okanagan Landing to the boat, as well as the cost of handling from the boat at Kelowna to the dock. It is not possible to say definitely whether the car barge service is in ease of the cost which the railway company would otherwise be subjected to in connection with a movement which requires breaking bulk twice. While the railway company now has a switching tariff which covers, as has been indicated, a charge of $2.50 from the car barge to the land team tracks or private siding, it also quotes rates in its tariffs from points of origin to Kelowna. This being so, such tariffs are an open offer that the railway company will, on payment of the proper freight, carry the goods from the point of origin to Kelowna.

In the case of goods carried under such tariffs and billed through to Kelowna, it is not necessary to labour the point that the contract of carriage is not complete when the goods are on the car barge tied up to the dock at Kelowna. The railway company recognized this in its practice when it was charging the rate of $1 per car for dockage. When, at the hearing, discussion took place as to the justification of the $2.50 charge, Mr. Lanigan said that the railway company was willing to land the cars on the dock, Evid., Vol. 233, p. 5078. Further, in the discussion, at p. 5083, the following is to be found:

> The CHIEF COMMISSIONER: You are quite content to go back to loading on the steamers in the old way?
>
> Mr. LANIGAN: Yes, and we are quite content to continue the car barge and let these men handle them to and from their private tracks.
>
> The CHIEF COMMISSIONER: Unless you get the fees you think you are entitled to you will withdraw the whole car barge service?
>
> Mr. LANIGAN: No, we would withdraw the service from and to the dock and revert to the condition when the car barge was first introduced.
>
> Mr. BRENT: Providing that service was discontinued and they ran the car barge down to Kelowna, where would you leave the cars?
>
> Mr. LANIGAN: That is our business.
>
> Mr. BRENT: Then we can switch them for a dollar a car. These cars would have to be placed off the barge and upon the slip.
>
> The CHIEF COMMISSIONER: He could put them on the dock somewhere.

Since the railway company quotes a rate to Kelowna, the service is not performed until the goods handled are placed on the dock at Kelowna, and the cost of landing the cars from the barge is something which is included in the rate.

It is recognized that on the special facts existing at Kelowna, there is an extra service for which a charge may justifiably be made. The railway company is asking simply for a charge which will cover the cost. On the figures for 1914-15 as submitted the railway company gives a payment of $2,080.80 to teamster for switching. At the hearing, the figures submitted by the railway company, already referred to, were subjected to some criticism by the applicants, who stated that in their opinion a sum

of $1,952 would cover the cost to the railway company for this service. The applicants had not the detailed figures of the railway company before them, but the margin of difference is not great. This teaming cost, however, is not concerned with the car-lot freight alone.

It was pointed out at the hearing that the service from the dock to the sidings was one which was open to the merchants at Kelowna to perform, or have performed, for themselves. It was stated, however, by the applicants that they preferred to have the work done by the Canadian Pacific Railway Company, because the railway company would have better control over it and they would have a better service. It was said that if the applicants handled the work with teams, there would be the possibility of friction as to having cars available for delivery at the barge, and that there would be unnecessary reduplication.

It is entirely open to the applicants to perform the service themselves, if they can do so at a rate lower than that charged by the railway company, and if they see fit to perform such service. On what is before the Board, a charge of $1.75 per car for handling such car from the dock to a siding, or from a siding to the dock, is justifiable from a cost basis, and the tariff should be amended accordingly

Chief Commissioner Drayton concurred.

Re GENERAL ORDER NO. 147. CHARGE FOR CLEANING AND DISINFECTING, OR DISINFECTING, CARS IN WHICH LIVE STOCK HAS BEEN CARRIED.

Judgment, Mr. Commissioner McLean, November 11, 1915:

As a result of the hearing in Toronto on July 16, 1915, general order No. 147 issued. This provided as follows, in regard to the charges which might be made:—

> "It is ordered that the railway companies subject to the jurisdiction of the Board may charge and collect a toll not exceeding 75 cents for cleansing and (or) disinfecting any car in which live stock has been carried when the said work is done by the railway companies; and that the said toll may lawfully be an addition to the charges, as published in the tariffs of the companies, for transportation of the live stock unloaded from the said cars."

Tariffs which had been filed by the railway companies effective on various dates had provided for a charge of $2.50 per car for "cleaning and disinfecting single deck stock or box cars, and $4 for double stock cars." These tariffs, as, for example, C.P.R. tariff No. E-2652, carried a notation that the tariff was a special local tariff of charges for disinfecting cars used in the transportation of live stock. It went on to say that the charge would be effective "when, on account of federal, provincial, state or municipal regulations, it is necessary for this company to disinfect cars which have been used for the transportation of live stock in carloads . . . . . ." These tariffs were suspended.

In the judgment of the Chief Commissioner at the hearing in Toronto, it was stated that the charge was one effective only when under Government regulations it was necessary to disinfect. It was also stated by him that the tariffs which were filed were tariffs which were justified in the large, practically entirely on the basis of the cost of disinfecting the cars. It was also pointed out by him, p. 6391 of the evidence, that cleaning was bound up with disinfecting; he stated that a car could not be disinfected without cleaning.

The general order as issued provided, as above indicated, for a charge for "cleansing and (or) disinfecting." Complaint is made by Mr. Marshall, Traffic Manager of the Board of Trade of Toronto, Ont., that the wording would entitle the railway company to make a charge of 75 cents per car when and wherever it cleaned

a car, and whether it was or was not disinfected. The tariffs as issued by the companies, as a result of the order read as follows:—

> "Disinfecting cars used in the transportation of live stock.
>
> "When on account of federal, provincial or municipal regulations it is necessary for this company to disinfect cars which have been used for the transportation of live stock, in carloads, the charge of 75 cents per car will be assessed by this company against the shipment of live stock which were transported in the cars that are required to be disinfected under these regulations."

Subsequently, effective October 15, the C.P.R., G.T.R., and C.N.R. filed schedules reading as follows:—

> "When it is necessary for this company to clean and (or) disinfect cars which have been used for the transportation of live stock, a charge of 75 cents per car will be assessed by this company against the shipment of live stock which were transported in the cars that require to be cleaned and (or) disinfected."

Tariffs, effective different dates in November, have been filed as follows:—

> "When cars which have been used for the transportation of live stock, in carloads, are cleaned and (or) disinfected by this company, a charge of 75 cents per car will be assessed against the shipments of live stock, which were transported in the cars that are cleaned and (or) disinfected."

It will be noted that the difference between the tariffs effective October 15 and the amending tariffs is that the charge is now made applicable not in the case of cars "that require to be cleaned and (or) disinfected," but in the case of cars "that are cleaned and (or) disinfected."

It appears from various communications on file that there is some misunderstanding as to the scope of the order as embodied in the tariffs, and it appears that some of the railway companies at least are of opinion that the order authorized a charge for cleaning as distinct from disinfecting.

As has been indicated, it was recognized at the hearing that cleaning was something which might be necessary incidental to disinfecting. It was not stated that the charge to be imposed was for cleaning as distinct from disinfecting. The phrase in the order "cleansing and (or) disinfecting" may, perhaps, be somewhat elliptically put; but the meaning appears to be clear. What is intended is that there should be a charge for cleaning and disinfecting, or disinfecting. To prevent any difficulty as to the interpretation of the tariff and charge thereunder, the tariffs should be amended accordingly.

As pointed out, the tariffs filed in pursuance of the order read, in the first place, that the charge was to apply when, on account of federal, provincial or municipal regulations, it was necessary to do the work in question. The tariffs of October 15 and amending tariffs, effective on various dates in November as referred to, do not carry this notation. To make prfectly clear the scope of the tariff and reason of the charge, this notation should be set out in the tariffs, and tariffs properly amended, as above indicated, should be filed.

Chief Commissioner Drayton concurred.

MUNICIPALITY OF CAMERON *v.* NORTHERN PACIFIC RAILWAY CO. *re* WIDTH OF BRIDGE.

Judgment, Chief Commissioner DRAYTON, Nov. 18, 1915:

The grounds of the complaint made by the municipality of Cameron as to the bridge on the public road between Sections 9 and 10, township 6, range 23, w.l., are that the bridge is too narrow and the approaches too steep and crooked, resulting in a positive danger.

The railway company state that the bridge and the approaches were installed by the Northern Pacific Railway Company about eighteen years ago, and that the present complaint is the first one to be made.

An engineer of the Board has inspected the bridge and the approaches. He reports the bridge to be substantial and safe, but that it will have to be renewed in a year or two. He also reports that the north approach is steep.

An order should go directing the company to re-grade this north approach and bring it up to the Board's standard requirements. The work cannot properly be done at this time of the year, but must be done in the spring just as soon as the frost is sufficiently out of the ground.

From the Engineer's report, it appears that the bridge is not quite on the line of the road allowance. It apparently will have to be re-built in two years; and I am of opinion that the bridge should not be interfered with, until the necessity for renewal arises. When the bridge is renewed, it must be made to conform with the standard requirements, and be placed on a line with the road allowance. The width of the present bridge is but sixteen feet, and the highway traffic will reasonably require twenty feet.

Commissioner Goodeve concurred.

COMPLAINT BY THE CITY OF LACHINE, QUE., REGARDING LIGHTING AFFORDED ON ROCKFIELD BRIDGE, LACHINE; AND APPLICATION BY THE GRAND TRUNK RAILWAY COMPANY THAT THE LIGHTING OF SAID BRIDGE SHOULD BE ATTENDED TO AND PAID FOR BY THE MUNICIPALITY.

Judgment, Mr. Commissioner McLean, November 18, 1915:

The portion of the road for which the bridge furnishes a substituted highway formerly was in the rural municipality of the parish of Lachine. It and the bridge are now within the municipal limits of the city of Lachine.

The railway company has, as a temporary arrangement, maintained four kerosene lamps on the bridge. The city has written the railway company complaining of the lighting afforded as being unsatisfactory. The railway company contends that the matter is one which should be looked after by the city.

Before the bridge was constructed, there was on each side of the railway track a kerosene (reflector) lamp. These lamps were maintained by the railway company.

On the crossing as it hitherto existed, the road was straight. In constructing the bridge, it was found necessary in order to get away from a dangerous crossing situation, to provide for a couple of turns in the structure.

A report made by the board's Electrical Engineer states that the bridge would be efficiently lighted by six "nitrogen filled," or some other type of efficient incandescent lamps of about 150 candle-power each. It is estimated that the installation of those lights with wooden posts would cost complete $120; while in the case of iron posts the cost would be $360. A liberal estimate for maintenance would be $168 per annum.

The turns in the bridge create an element of danger which, aside from the general question of street lighting, creates a necessity for lights, and such lights being necessary for safety are a proper charge, both as to installation and maintenance, against the structure. Four lights are necessary for this purpose. So far as safety is concerned, kerosene lights will take care of the situation.

Had there been no bridge, the lighting of the street is a matter the city would have had to assume. The city is of opinion that the bridge should be lighted by electric light. This is a matter of street improvement and distinct from the safety feature already adverted to. The electric lighting is something which falls within the purview of the city. To such a system, if established, the parties other than the city of Lachine should contribute to cost and maintenance amounts not exceeding those they are liable for in respect of the kerosene lamps now necessary at the turns in the bridge. The balance would have to be assumed by the city.

Assistant Chief Commissioner Scott, concurred.

CANADIAN NORTHERN RAILWAY COMPANY *v.* GRAND TRUNK RAILWAY COMPANY *re* SALE OF TICKETS AT STATION.

Judgment, Chief Commissioner DRAYTON, November 13, 1915:

This is an application made by the Canadian Northern Railway Company for an order requiring the Grand Trunk Railway Company to allow the Canadian Northern to have the privilege of having its tickets on sale at the ticket office operated by the Grand Trunk and Canadian Pacific jointly, on the train floor in the Union Station, Toronto.

The Grand Trunk Railway Company opposes the application. In that company's answer it points out that the Canadian Northern have a ticket office on the main floor of the Union Station, and submits that that is all that the Union Station management is required to furnish. The Grand Trunk admits that there is an office on the train floor, jointly maintained by the Grand Trunk and Canadian Pacific Railway companies which is principally used for selling tickets to passengers on through journeys who have not been able to buy through tickets at local stations. The Grand Trunk also states that no doubt the Union Station managers would make an effort to supply similar accommodation to the Canadian Northern, if they really needed it, if their was assurance given of payment for the services rendered. The answer further points out that the Canadian Northern is now indebted to the Grand Trunk for about the sum of $260,000, and that the Canadian Northern owes the Toronto Union Station management $5,090, which constitutes four months' arrears for services in the Union Station.

Unquestionably there are passengers who come off other lines going to places on the Canadian Northern who have only purchased tickets locally to Toronto. Ordinarily speaking, there is no reason why these people should not receive exactly the same facilities as passengers on other roads similarly situated. There is no doubt at all as to the inconvenience of having to leave the train shed and go to the rotunda, in view of the manner in which the present Union Station is laid out. It is also obvious, that in case of a close connection, passengers having to do this may be so delayed as to lose their trains, or leave baggage behind unchecked.

There is also no doubt that, to some extent, the Canadian Northern suffer, as tickets might well be required for competitive points; and, in the absence of the Canadian Northern Railway tickets on sale in the train shed there is not much doubt but that the traveller would buy his ticket on the competitive line rather than go to the ticket office on the main floor.

I have no doubt that the service is one properly required both in ease of the public and the interests of the Canadian Northern Railway Company. The best proof that the service is necessary as a convenience is to be found in the fact that the Grand Trunk and Canadian Pacific Railways have, of their own motion, found it necessary to install it for themselves.

I am of the opinion that this office should sell tickets for the Canadian Northern in the same manner as it now sells tickets for the two other railroads, and should exchange Canadian Northern tickets for orders, as is now done for the other lines.

There is no doubt that the Canadian Northern should pay for what it gets. It may well be that the Grand Trunk, on account of the condition of accounts between it and the Canadian Northern, can reasonably object to entering into any joint arrangements or extending any further credit to the Canadian Northern. The cost, however, of this service cannot be great, and the Grand Trunk should give the necessary instructions so that the men now selling tickets for the Canadian Pacific and Grand Trunk in the train shed ticket office will perform like duties for the Canadian Northern. The added cost will be practically nothing.

Nothing has been said by the Grand Trunk on the question of remuneration. Under the circumstances the Canadian Northern will pay one-third of the cost of

operating the office to the extent of the actual salaries and out-of-pocket expenses. In view of the small amount of business of the Canadian Northern, no rental charges are to be included in the expenses that company contributes to.

This apportionment of cost made as it is without full or proper information, is tentative, and if objected to by either party, the question will be listed for hearing and final determination.

Assistant Chief Commissioner Scott concurred.

Mr. Commissioner McLean, November 18, 1915:

The dilatoriness shown by the Canadian Northern in settling its outstanding accounts with the Toronto Union Station management makes me hesitate in agreeing to an arrangement which may enable the railway to owe some more money. At the same time there is a public need which justifies some such arrangement as is recommended and this public need must be considered. But if this need is to be met in the way requested by the Canadian Northern, the continuance of the arrangement should be contingent on prompt adjustment by it of its share of the expense attaching to the arrangement.

Complaint of Herbert Oyler, Kentville, N.S.

Judgment, Mr. Commissioner McLean, November 18, 1915:

By the Board's Orders No. 22578 of September 23, 1914, and No. 23490 of April 9, 1915, the Dominion Atlantic Railway Company was given leave to carry freight traffic, at a limited speed, to Mileage 14·78 on the North Mountain Branch. The railway is not yet regularly opened for traffic, no application to open for traffic having been received.

Complaints have been received in regard to rates on apples and rates on lumber. Messrs. Hicks and Son, of Bridgetown, N.S., complain that because the road is not yet in regular operation the rates charged are excessive. They say that the rate on lumber from Bridgetown to Centreville, a distance of 50 miles, where the branch begins, is 5½ cents, and that the rate from there to Somerset, a distance of 12 miles further on the branch in question, is 4 cents, making a total of 9½ cents; and they complain, further, that a guarantee of 4 cars is required.

The railway company in its answer points out that the line is not yet complete. It further points out that during 1914 it was operated for the carriage of apples. It states that in cases where lumber in carloads has been moved, or other commodities in carloads, the company has used the mileage tariff of the main line and applied it from Centreville to the stations to which the freight is consigned. The local rate on lumber from Centreville to Somerset is 4 cents, which added to the rate from Bridgetown to Centreville of 5½ cents, makes the through rate of 9½ cents per 100 pounds.

In regard to the complaint of Messrs. Hicks and Son that they are required to give a guarantee of 4 cars, the railway company says that if at least four loaded cars are supplied these will be hauled, without additional charge for a special train.

When only one or two cars are furnished, an additional $15 is assessed. The local rate on lumber on the branch from Centreville to Somerset is 4 cents per 100 pounds, which on the minimum of 30,000 pounds would make a charge of $12 per car. Under the arrangement which the company desires to enforce the charge for one car would be $12 plus $15, or $27; for two cars $39, for three cars $51, while for four cars it would be $48. That is to say, on four cars the ordinary freight charges would be imposed.

It is stated that the charge of $15 is about the equivalent of the wages of the train crew, including the engineman, fireman, conductor and brakeman. Under the schedule of wages, on runs of 100 miles or less; either straight away or turn around, the crew

is paid for 100 miles, or a day's work. Under the schedule in force on the Dominion Atlantic railway, this would mean a charge of $14.97 for the service involved.

It is stated by the railway company that the customary minimum charge for a special train movement is $30; but in view of the fact that it would be possible, if no serious delays were encountered, for a train crew to make the return trip within five hours, only one-half the minimum charge is made. This is adopted because it about equals the wages of the train crew.

The tariffs on the Board's files have been checked and the tariff sanction for the special train charge which has been referred to has not been found. The Dominion Atlantic Railway Company's tariff C.R.C. No. 2830, effective January 1, 1909, provides that when a special train is authorized to load on the main track, a charge of $25 will be made for the engine and train crews for a day of ten hours or less, in addition to the regular tariff rates on the commodity loaded; and the minimum trainload will be eight cars. For each additional hour, or part thereof, an additional charge of $5 will be made. The special freight tariffs in question is noted as governing "the loading and unloading of timber, etc., on main line." While thus limited in the descriptive portion of the tariff, in the body of the tariff it is stated that the loading and unloading of "logs, timber or other commodities" on the main line tracks between stations is to be discouraged as much as possible. Presumably, from the use of the word "commodities," this tariff would cover a special train movement of general freight.

The Canadian Pacific Railway Company in its tariff C.R.C. E-3041, effective October 10, 1915, carries a provision for special train service for loading or unloading carload shipments between stations. While the wording differs somewhat from that already referred to as being contained in the Dominion Atlantic Railway Company's tariff, the effect is much the same. Provision is made that when the company's engines and men are used in loading and unloading cars between stations, there is to be a minimum of $25 for part of any one day.

For a charge of $30 for a special train movement, or for the charge of one-half thereof, no tariff sanction appears in the Dominion Railway Company's tariffs. The tariff points out that shipments should be handled at stations or sidings. It indicates clearly that the special train charge applies where the loading or unloading is done on the main line. There is nothing to show in the complaint that loading or unloading on the main line was asked for. In fact, the complaint is as to a movement between Centreville and Somerset, which are both stations.

The railway is not fully opened for traffic. But when it operates under leave to carry traffic, it is under obligation to carry goods between stations and sidings in accordance with the terms of its tariffs. There may be justification for a special train charge where the loading or unloading is done on the main line. There is no such justification where the traffic is delivered to or at stations or sidings.

The requirement that the applicant should give a guarantee, as above set out, when the movement originates at stations or sidings, and is destined to stations or sidings for unloading there, is an unreasonable one. The obligation of the railway company is to furnish such service as the traffic demands, and not to treat it as special train movements.

Complaint is also made by Mr. H. Oyler, of Kentville, N.S., in regard to the rates charged on apples. He states that during 1914 the rates charged were exorbitant. He also refers to the fact that the road has not been opened for traffic, and desires to have this expedited. The Board, however, has no power to compel the opening of a road for traffic.

Subsequent to the filing of the complaints above referred to, the railway company, under date of September 22, 1915, filed a schedule of rates on apples, potatoes and lumber which it proposes to charge. It states that these rates will be applied whether the road is operated as it was last year—that is to say, under leave to carry traffic—

or whether it is formally opened for traffic. Mr. Oyler objects to the rates charged in respect of apple shipments, on the ground that while they are lower than they were during 1914, they are still considered by him to be excessive. More specifically he points out that the rate per barrel on apples from a point on the North Mountain Branch to Halifax is two cents higher than it is for the same distance on the Central Valley branch of the Dominion Atlantic Railway.

What is before the Board at present is the question of the propriety of the proposed rates during the period that the railway company is operating under leave to carry freight traffic. The line is so located that it is very close to the main system of the Dominion Atlantic Railway Company in general, which is not more than four miles away from the railway in question. The traffic available is exceedingly slight.

The Board has recognized in connection with branch line mileage that, under certain conditions, rates to or from a point on a branch line may be higher than in the case of a main line movement. *Almonte Knitting Co. v. C.P.R. & M.C.R. Cos., 3 Can. Ry. Cas. 441. Malkin & Sons v. G.T.R. Co., 8 Can. Ry. Cas. 183.*

The Board has recognized in connection with branch line mileage in the West where, for example, on account of the urgency of the grain movement, leave to carry traffic is given with respect to a branch line which is not in complete shape for the carriage of traffic, that a somewhat higher basis is justifiable. In general, standard mileage rates are charged to the junction point where the special mileage rates become effective. The rates as submitted by the railway company have been checked and are found to be less than the standard through class rates would be from the initial point on the branch to the terminal point of the main system. They are also found to be lower than the combination of standard class to the junction and special beyond. Under the circumstances, the rates do not appear to be unreasonable, and complainants should be advised accordingly.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

FERNIE FORT STEELE BREWING COMPANY V. CANADIAN PACIFIC RAILWAY COMPANY *re* HEATED CAR SERVICE.

Judgment, Chief Commissioner DRAYTON, November 19, 1915:

A complaint was made by the Fernie-Fort Steele Brewing Company, Limited, of Fernie, B.C., as to the heated car service supplied by the Canadian Pacific Railway Company.

It appearing in consideration of that case that, although the circulars issued by the railway company governing shipments west of Lake Superior of perishable freight liable to be easily damaged by frost, required the movements to be made at the owner's risk, the railway company in that case affected and which had received a revenue of $1,171.89, nevertheless paid out on claims for damages by frost no less than $2,134.52.

Taking 67 per cent as the operating ratio then applying, although that ratio as applied to the L.C.L. movements will be low, it cost the railway, in the first instance, $784.06 to earn the freight charges of $1,171.89, resulting in an apparent profit of $386.72. In view of the amount actually paid for damage claims, the railway company, after having performed the service, was as a result some seventeen hundred and forty-seven dollars out of pocket.

For reasons set out in a considered judgment, relief was given the railway company.

Based on this judgment, the railway company has issued a general form of release, which in terms applies to the movement of all perishable freight, such as beer, fruit, and vegetables during the cold periods, west of Port Arthur.

Clause 2 of the original Order, however, limited the effect of the judgment as follows: —

> "That this order apply to shipments of the Fernie-Fort Steele Brewing Company, Limited, and the Elk Valley Brewing Company, Limited, and any others who may apply for the same service on the lines of the Canadian Pacific Railway Company west of Port Arthur, during the winter of 1915-1916."

Complaints have been made by different boards of trade on behalf of shippers.

The Board is not in a position to determine, from the record as developed merely on complaints of the Fernie-Fort Steele and Elk Valley Brewing Companies, Limited, whether or not the Order which was intended to deal with that specific case, resulting as it did in a specific hardship to the railway company which could not be justified, should be extended in like manner to other perishable commodities.

I am of the opinion that the Board's Order No. 23997, of date July 22, 1915, should be amended, so as to confine the portion of the release form there considered solely to shipments west of Lake Superior of beer in less than carload quantities, in cold or stormy weather.

Mr. Commissioner McLean concurred.

Re CARTAGE.

Judgment, Chief Commissioner DRAYTON, November 22, 1915:

Several complaints have been made as to the practice of Railway Companies in collecting cartage tolls from consignees.

The complaints are complaints really made by the consignees against the consignors, as the collection of cartage charges, which from time to time are disputed, are invariably charges which the consignor has instructed the railway company to collect from the consignee. The railway makes no profit out of the transaction, and it is a matter of indifference to it whether it collects from the consignee the cartage charges which have been charged against the railway by the cartage company, or whether the consignor pay them in the first instance.

It is perfectly clear that cartage is not covered under the maximum toll which railways may collect for the service of transportation as contemplated by the Act. By this I mean it is not included in any filed tariff applicable to the line-haul. It is entirely a separate and distinct matter, and has nothing to do with the factors making up the railway transportation rate as popularly and properly understood.

Some of the English Acts make the point perfectly clear. The Act of the London, Brighton, and South Coast, 26-27 Victoria, Chapter 218, Section 51, provides that the maximum rate of charges to be made by the company for the conveyance of animals and goods shall not exceed certain sums prescribed, and especially excepts a reasonable sum for, among other things, delivery and collection.

In case of Sowerby *vs.* Great Northern Railway, 60 L.J., Q.B. 467; 65 L.T. 546, C.A., it is expressly held that a railway performing a cartage service is entitled to be paid for it.

The Board has dealt with the matter similarly. The considered judgment of the Assistant Chief Commissioner will be found in Stewart *vs.* Canadian Pacific Railway Company, 11 C.R.C. 197. In that case the charge had been made for carting a marble slab to the freight sheds of the railway company from the premises of the consignor. The cartage was included in the railway company's freight bill and paid by the consignee at Hamilton. On it appearing that the company's cartage tariff, which had been approved by the Board, did not include a charge for carting marble slabs in Montreal, but as pointed out in the judgment, expressly excluded marble slabs, the charge was disallowed, on the ground that it was a charge collected as a toll within

the meaning of the Railway Act not appearing in a tariff, a practice prohibited by ss. 5 of section 314.

The Act itself contemplates charges for cartage. The amendment of 1908 substitutes a new section for s. 2, ss. 30, this subsection defining the word "toll" or "rate" specifically includes charges for cartage. Railway companies have since filed proper and appropriate tariffs for cartage service.

The practice which has been followed for years has in effect been that the railway companies have advanced cartage charges on outward shipments to the cartage companies and have included in their freight bills under the caption of "cartage charges" the amount advanced.

In August of 1913, the railway companies proposed to cancel all cartage tariffs, as they desired to discontinue contracts which they had made with the cartage companies.

The railway companies urged that they had, in the past, been absorbing part of the charge; and that the service was not a railway service, but one which had been given in ease of the general situation and for the convenience of the public.

Strong protests were made against the proposal. It was reconsidered by the railways; and, at the request of the shippers, the practice was continued under a somewhat higher tariff.

The shippers alleged that it would cost much more if the shippers had to have the service performed by independent carters, and that much confusion and inevitable delays would result, if the previous system was abandoned.

At that time, as now, the consignees objected to be charged with the cartage rate. The position taken by the Board at that time was that the Board had not the power and should not attempt to change or modify in any way the rights and obligations of the contracting parties; that the question as to whether the consignees should or should not pay cartage was a matter entirely of contract between the consignors and the consignees, that the Board had nothing to do with the question; and that the work of cartage was not a railway service or facility within the meaning of the Act although covered by the definition of "toll."

In case where the purchase is f.o.b. cars at shipping point instead of at the warehouse, there is no doubt that the consignees should not have to pay the cost which should be borne by the consignor; but this question is not, however, in any sense, a question for the Board. Generally speaking, the railway company is bound by the instructions to the consignor. If these instructions include the collection of the cartage charges, in addition to the collection of the freight charges, there is no reason why the railway company under the Act cannot hold delivery of freight until payment is made

The consignee's remedy is simple, as he has but to deduct the sum collected, if improperly collected from him, for cartage from his invoice. The case is just the same as if the consignor, in a case where the contract called for free delivery at destination, had forwarded the shipment with freight charges collect.

In each instance, the question as to whether the freight charges or the cartage charges should be paid by the consignor or the consignee depends on the terms of the contract, to which the railway company is not a party and has no means of ascertaining the facts.

Assistant Chief Commissioner Scott, Deputy Chief Commissioner Nantel, and Commissioners McLean and Goodeve concurred.

IN THE MATTER of the order of the Board No. 14184, dated May 9 and 10, 1911; and the application of the Bell Telephone Company of Canada, hereinafter called the "Bell Company" in pursuance of the terms thereof, for an order rescinding said order in so far as it concerns the Ingersoll Telephone Company,

Limited, the Blenheim and South Kent Telephone Company, Limited, the People's Telephone Company of Forest, Limited, the South Lambton Telephone Co-operative Association, Limited, the Markham and Pickering Telephone Company, Limited, the Niagara District Telephone Company, Limited, the Municipal Corporation of the village of Brussels, being the initiating municipality of the Brussels, Morris and Grey Municipal Telephone System, and the Wheatley Telephone Company, Limited.

AND IN THE MATTER of the application on behalf of the said Telephone Companies hereinafter called the "Independent Companies," for an order varying said order No. 14184 by reducing and making reciprocal the connecting toll or by eliminating the said toll altogether; and also by extending the operation of the said order to all independent systems connecting with the Bell Company.

Judgment, Chief Commissioner DRAYTON, November 26, 1915:

An application was filed by counsel on behalf of the Independent Companies, so called, for leave to appeal from the Board's order of September 14, 1905, on the following grounds:—

"1. That the Railway Board erred in interpreting the Railway Act as authorizing the charging of any additional toll or charge outside the established rates of the Bell Telephone Company of Canada as compensation for the use of its long-distance lines.

"2. That the Board erred in giving compensation in respect of the loss of business to the Bell Telephone Company's local exchange business occasioned by giving independent companies long-distance connection.

"3. That the Board erred in discriminating between competing companies and those companies with which the Bell Company has switching agreements."

The application was heard in chambers on October 28, 1915, when counsel for both parties were present.

An opportunity was given counsel for the independents to amplify the application and file the exact questions which he desired to have submitted to the Supreme Court. This has since been done. The questions which are desired are as follows:—

"1. Whether the Board had power, under the Railway Acts and amending Acts, to authorize the charging of any additional toll or charge outside the established rates of the Bell Telephone Company of Canada as a condition precedent to or compensation for the use of long-distance lines of the said Bell Telephone Company of Canada.

"2. Whether the Board is authorized, under the Railway Act and amending Acts, to give compensation in respect of the loss of business to the Bell Telephone Company's local exchange business occasioned by giving independent companies long distance connection.

"3. Whether the Board had power to make an order which discriminates in the rates to be charged by the Bell Telephone Company against competing companies and those companies with which the Bell Company does not compete."

I did not sit in the original hearing, and although present at some of the subsequent hearings, took no part in the judgment of the Board, which was delivered by Commissioner McLean.

There were serious differences of opinion between the parties as to the effect of the judgment, and at the request of the parties the terms of the order have been considered by the full Board, and the whole question practically again considered.

As far as I can recollect, at no hearing at which I was present, were the questions herein submitted as questions of law, but rather matters at the discretion of the

Board. Mr. Gamble, however, points out, and I have no doubt he is perfectly correct, that in the course of the original hearings presided over by the late Chief Commissioner, submissions were made on the legal issue.

Under the Act, of course, it is clear that my colleagues did not consider these questions as questions of law, as had they been so considered, the order of the Board must, owing to the view I was compelled to take, have been different. Section 13, ss. 2.

My colleagues are of the view that notwithstanding leave should be given to appeal.

Counsel for the independents lays much stress upon the judgment of the Assistant Chief Commissioner, which determines the form of the order. He argues that in view of the opinion adopted in this judgment, it is perfectly clear that the Board's Order is illegal. He adopts the wording of the judgment and argues that he "cannot see how this Board is concerned with the question whether the company applying for connection is or is not in competition with the Bell . . ." "There is nothing said in the statute about competition between the companies . . . "; that there is nothing incumbent upon us in fixing the terms of the order to decide what is competition or when it exists and that, therefore, an order which provides one set of rates for competing and another set for non-competing companies is clearly discriminatory and against the statute.

The judgment must be considered as a whole and with reference to the judgment of the late Chief Commissioner Mabee and of Commissioner McLean on the main issue.

The question of the Board's jurisdiction—the reason why the matter is brought before the Board—is the question which the Assistant Chief Commissioner deals with. The parties being unable to agree, the action of the Board is invoked, not because competition does or does not exist, but because the companies have been unable to arrive at an agreement. The judgment does not find that the question of competition is a question which cannot be considered by the Board in arriving at the consideration to be paid by the company desiring the connection.

The Board has fixed a standard form of agreement. While nothing is said in the agreement on the question of competition or non-competition, it is perfectly well known and understood, not only by the Bell but by the independents, that the Bell Company makes no objection whatever to giving long distance connection to non-competing systems. It did not object to making connection with competing systems. The agreement gives, therefore, as a matter of fact, only applied to and was only made with companies non-competing, or perhaps I should say non-competing in the opinion of the Bell Company.

The Bell Company has made some 613 agreements with non-competing companies. It has by its own action many times repeatedly shown what it believes to be fair and proper terms on which connection may be made in the absence of competition, and if the question of competition cannot be considered as constituting substantially dissimilar circumstances and conditions within the meaning of the Railway Act, the same treatment acceded non-competing companies must be extended to competing companies. The position of the independent companies does not differ in any other particular. The connection and the service to be supplied the traffic offered is the same. The majority of the Board follow and do not dissent from the judgment of the late Chief Commissioner Mr. Justice Mabee. Non-competing independent companies initiate long distance business for the Bell without damage to the local business while in the case of competing companies the local business of the Bell Company suffers to a greater or less extent.

The absence of competition on the one hand and its presence on the other in the opinion of the majority of the Board, constitutes sufficient grounds for a difference of treatment.

In my opinion, the question of discrimination is not a matter to be submitted to the Supreme Court under the Act.

The whole case, however, has been so bitterly contested and at such length, that, in view of the circumstances and for the purposes of this case, I adopt the view of the majority, and submit as questions of law the following questions to the Supreme Court:—

1. Whether the Board had power under the Railway Act and amending Acts to authorize the charging of any additional toll or charge outside the established rates of the Bell Telephone Company of Canada as a condition precedent to or as compensation for the use of long distance lines of the said Bell Telephone Company of Canada.

2. Whether the Board is authorized under the Railway Act and amending Acts to give compensation in respect of the loss of business to the Bell Telephone Company's local exchange business occasioned by giving independent companies long distance connection.

3. Whether the Board has power to authorize the payment of a special toll as a condition precedent to companies competing with the Bell, obtaining long distance connection with the Bell, while not subjecting non-competing companies to a like toll in view of the provisions of the Act relating to discrimination.

Mr. Commissioner GOODEVE: I am of the opinion that in view of all the circumstances an appeal to the Supreme Court on the above questions must be allowed.

Mr. Commissioner MCLEAN: I am of the opinion that appeal should be allowed.

Judgment, Assistant Chief Commissioner SCOTT, November 26, 1915:

In my opinion the questions set out in the Chief Commissioner's judgment of to-day's date should be submitted to the Supreme Court.

As I tried to point out in my memorandum dated September 2, 1915,—which settled the language of certain clauses which now appear in general order No. 149, dated September 14, 1915,—the Board has jurisdiction to order connection when the parties cannot agree. It is the failure to agree which brings the parties before the Board. The company seeking long distance connection with the Bell Company by order of this board may, or may not, be in competition with the Bell Company for local business. It is the failure to agree, not the existence of local competition, that gives us jurisdiction to act; and, I therefore thought it best to permit no reference to competing companies or competitive districts to appear in our order. But, I do not want to be understood as taking the position that in fixing "such terms as to compensation as the Board deems just and expedient," we should not consider all the circumstances and conditions of both companies which will be affected by the compulsory connection. If it is a fact that the companies are in competition for local business and that the connection for long distance messages which the Board may order will materially benefit the applicant company in its efforts to increase its local business, I think the Board is justified in taking this benefit into consideration in fixing the compensation which the applicant company should pay.

Also, it is quite clear that circumstances and conditions affecting connection between companies that cannot agree because of local competition are substantially dissimilar circumstances and conditions to those affecting long distance connection in the case of companies where no such competition exists.

CITY TRANSFER COMPANY *vs.* CANADIAN NORTHERN RAILWAY COMPANY *re* BREACH OF CONTRACT.

Judgment, Chief Commissioner DRAYTON, December 3, 1915.

Complaint has been made by the City Transfer Company against the Canadian Northern Railway Company for breaches of the contract dated February 1, 1911, to which the complainant and the Canadian Northern are the parties.

The City Transfer Company claim that, in violation of the terms of contract, the Twin City Transfer Company has been allowed by the railway company to solicit and carry on business at the Canadian Northern station in Edmonton.

Paragraphs 11 and 12 of the contract, which are relied on, are quoted by the applicants as follows:—

> "Clause 11. That the contractor is to receive from the railway company the exclusive right to use the platform of the railway company at its said station, in the said city of Edmonton, for the purpose of soliciting for the carriage of baggage, so far as they may legally do so and as provided by the terms of paragraph 12 hereof, and is to pay the railway company for such exclusive privileges the sum of $15 per month excepted that the contractors are not given the right to solicit the carriage of baggage on the train platform between the station and the tracks on, or north of the line formed by the eaves of the building, but is permitted to solicit east or west of said line, providing the soliciting is done in such places that it does not interfere with the passage of passengers and handling of baggage and mail.
>
> "Clause 12. The railway company will give and grant as far as it legally can, and to such extent and it does hereby give and grant to the contractors the sole and exclusive right to perform the services which the contractor has hereof agreed to perform and that whilst this agreement remains in force the railway company will not willingly consent to any person, not in the employ of the contractor soliciting within its station or any train operated by it, or on its station platform, the transfer of baggage within the said city of Edmonton as herewith provided for."

The applicant relies on the Board's judgment in the case of the Twin City Transfer Company *vs.* The Canadian Pacific Railway Company, 15 C.R.C. 323.

The complainant in that case applied for an order which would compel the railway company to extend to the applicant the same privileges as are enjoyed by the City Transfer Company at the company's railway station in Edmonton (Strathcona). The decision in this case affirmed, subject to the qualifications expressed in the judgment, the general right of the railway company to make special arrangements with one transfer company without extending such arrangements to all expressmen who might desire from time to time to go into the business.

The Grand Trunk Pacific have the right to use and do use the station at Edmonton; and it appears from a report of the Board's officer, that the Twin City Transfer Company have a contract of the same character with the Grand Trunk Pacific.

The result of course is that the City Transfer Company are not getting any exclusive privileges as called for by its contract, and are subjected to full and apparently very effective competition by the Twin City Transfer Company.

The City Transfer Company ask for a ruling of the Board on the question and a direction requiring the railway company to carry out the terms of the contract, and to remove the representatives of the Twin City Transfer Company from the station and to prevent that company soliciting business on the platforms.

The applicant company is paying $15 a month for exclusive privileges which it does not appear to be getting.

There is, however, no public interest involved which would justify the Board in interfering one way or another on the mere question of contractual rights, involving as they do no public interest.

The Inspector's report does not show any congestion or trouble of any kind resulting to the public by the operations at this station of two transfer companies. Under these circumstances, the matter is not one within the Board's jurisdiction but of the regular courts.

The application must be dismissed.

Mr. Commissioner McLean concurred.

APPLICATION OF THE CANADIAN NORTHERN RAILWAY COMPANY TO DIVERT RUE VERANDRYE IN THE CITY OF ST. BONIFACE, MAN.

Judgment, Chief Commissioner DRAYTON, December 3, 1915:

The original application was heard at a sitting of the Board held in Winnipeg, when it appeared that an agreement had been entered into between the city of St. Boniface and the Railway Company, and that under the terms of this agreement Rue Verandrye and Rue Thibault were to be in part closed.

The Canadian Northern track running approximately in a northerly direction, on reaching Rue Notre Dame curves to the west. The westerly limit of its right-of-way, when crossing Rue Verandrye, is some 250 feet west of its easterly end. Rue Thibault, a street which runs north and south, infringes on the right of way as soon as it reaches Rue Notre Dame, a street but one block south of Rue Verandrye.

The proposal was to close that part of Rue Verandrye east of the railway, which would mean closing the street in front of a 66-foot lot on the south side, and in front of some 150 feet of property on the north.

Rue Thibault was proposed to be closed south of Rue Verandrye to the north side of Rue Notre Dame.

Under the agreement, a substituted right-of-way was to be laid out west of the company's railway allowance running south from Rue Verandrye to Rue Notre Dame.

At the hearing, objection was made on behalf of Mr. G. A. Gareau, whose property the adoption of the plan would require to be expropriated. Mr. Gareau insisted the diversion was not wide enough, and that no order should be made, unless a 66-foot street was provided.

It was pointed out at the hearing that the question was entirely one between the municipality and the railway; but Mr. Clark, of the Canadian Northern, pointed out that it was necessary to have the Board's approval and sanction, as the company desired to expropriate the property required.

No highway crossing exists over the railway line at Rue Verandrye, and the plans produced seem to show that one is neither necessary nor desirable.

After the hearing, the locus in quo was inspected by Commissioner Mills, who determined that a substitution highway, in view of the conditions of the locality, would be sufficient if made 41 feet. Order No. 20808 was issued authorizing the diversion as asked, subject to the condition that a 41-foot road would be built, in place of the 30-foot road called for by the agreement.

The railway company appeared before the Board at a later sitting held in Winnipeg in June, 1914, when it desired the order changed so as to give effect to the agreement, making the substituted highway only 30 feet in width. The application was refused by Order No. 22112.

No further action having been taken by the company, at a sitting in Winnipeg, November 16, 1914, the question was brought up by the municipality; and Order No. 22950 was made, limiting the time within which the work was to be completed.

The work not having been done, the landowner interested again brought the matter to the attention of the Board, when the company definitely took the position that, while it considered that the closing of the portions of the streets above mentioned would be worth to it the expenditure necessary to provide the 30-foot diversion, the company did not consider that the closing of these portions of the streets would be worth to it the expenditure necessary to carry out the condition necessary, as stipulated by the Board; and the company further took the position that, unless the original agreement with the city of St. Boniface was carried out, it did not at the present time wish to proceed with the matter but allow it to stand as it was.

The jurisdiction of the Board was invoked in the first instance merely for the purpose of enabling the Canadian Northern Railway Company to expropriate land in order to carry out an agreement it had made with the city. That agreement the

Board did not allow the company to carry out, except with a variation that eleven more feet of land was to be obtained by the company.

Under the agreement, the company is not bound to provide this eleven feet.

In view of the company's election to abandon the agreement under which the work was to be done, the order limiting the time within which the work was to be done was rescinded.

A largely signed petition has now been received, stating that the fact that the street diversion has not been opened has greatly prejudiced the interests of the citizens and ratepayers of the city.

Copies of this memorandum to be sent to the parties, who are requested to advise as to whether or not the agreement between the city and the company has in other respects been carried out, and if any benefits thereunder have been obtained by the railway or by the city. Also whether the city has or has not closed those portions of Rue Verandrye and Rue Thibault, and for which the agreement provided the substitution of the 30-foot road.

Mr. Commissioner McLean concurred.

CHINOOK COAL CO. V. CANADIAN NORTHERN RAILWAY CO. *re* WESTERN RATES CASE.

Judgment, Chief Commissioner DRAYTON, December 7, 1915:

The practice of many mining companies operating in Alberta has been to stock up coal in western points during the summer months for winter supply, in order to avoid the possibility of shortage and to release cars for grain shipments when the grain commences to move in the autumn.

In June of 1914, it was apparent that by reason of the material reduction in coal rates worked by the Western Rate Judgment, coal would not be stored as was the usual practice and that traffic congestion with consequent delays would result.

At the Board's sitting in Calgary, held on June 22, 1914, the Board approved of an arrangement under which all coal shipped to be stocked during the summer months should move under current tariff rates, with the understanding that if such coal was on hand and undelivered on September 1, the rates charged should be readjusted on the basis of the rates reduced by the Western Rate Judgment effective September 1

Much of the coal forwarded for storage moved on credit. In such cases, all that was required to be done was simply a readjusted freight bill. In the case of coal moved for storage but without credit, the result meant that a rebate must be made for the difference between the rate before and the rate after September 1, provided, of course, that the coal had been shipped for stocking purposes and was on hand at the time the new rate become effective.

The Chinook Coal Company now complain that the Canadian Northern Railway Company are refusing to carry out the arrangements made by direction of the Board.

It appears that the Coal Company's plant is situated on the line of the Canadian Pacific Railway Company. It states that it has filed altogether some $6,000 worth of claims with that company, but says that the Canadian Northern refuses payment of its proportion of the claims, which amounts to $243.19.

The position taken by the Canadian Northern is that—

> "Neither the Board nor the parties before the Board at the hearing had any other intention than that the arrangement that the rebate should only apply to those firms having shipping arrangements on the storage basis and the Board stated clearly that they had no intention of enlarging the list of firms that this previous arrangement applied to.
>
> "Our traffic officials investigated the coal mines on our lines to ascertain whether we would be affected by the General Order given by the Commission at the sittings and they decided that we would not be in any way affected since

we had not the arrangement referred to by the Board, and that therefore no steps need be taken by our company in reference to the direction given.

"Our Traffic Department report that the Canadian Northern Railway never had any arrangement with coal shippers on our rails and we did not have any arrangement which the Canadian Pacific Railway had in effect in the movement of coal from mines located on their line and extending to the Canadian Northern line.

"We submit that the Board should not, in view of this fact, order a reduction in our rates on coal shipped from mines located on the Canadian Pacific Railway since this company had no arrangement with miners located on its own rails, and to make a discrimination of the mines shipping from Lethbridge and from Canadian Pacific Railway shipping points would result in discriminating against and work a hardship on mines located on the Canadian Northern."

The arrangement entered into was an arrangement which was just as much, and perhaps more, in ease of the railways as it was in ease of the mining companies. The railways were vitally interested in seeing that as much coal as possible could be shipped prior to the movement of the grain crop, so that all rolling stock, as far as possible, could be devoted to the purpose of the grain movement.

The Canadian Northern Railway Company was represented at the hearing, and certainly did not object to the arrangement.

The original application was to direct that the coal tariff should be brought into force on the 1st of July instead of the 1st of September,—something the railway companies represented they were unable to do. This point was well taken, as the tariffs were long and a good deal of time was required to have been properly prepared.

The only other way that the coal business could be kept in its proper and original channels and storage done, was to provide, as it was done with the approval of everybody; in short, that coal sold as summer coal went under the summer or old rate, but winter coal, never mind when forwarded, at the winter or new rate.

The result was that coal dealers who had properly supplied themselves with coal for their summer requirements were not injured by the reduced rate going into effect sooner than they had anticipated it would, while on the other hand everybody was advantaged.

The position of the Canadian Northern practically is that, although the Chinook Coal Company made arrangements with the Canadian Pacific Railway on the lines indicated for storage of coal with a rebate at the new rate, the arrangement was to apply merely to Canadian Pacific Railway points on which the coal originated. The arrangement, however, was made effective at all points in Alberta, Saskatchewan and Manitoba.

The Canadian Northern gets just as much benefit out of the arrangement as does the Canadian Pacific, to the extent that coal passes over its rails and uses its terminals.

The Canadian Northern ought to adjust the balance payable by it, as to the amount of which I understand there is no issue. I should further say that the question of arrangements in the past made by railways with coal shippers to facilitate the movement was not the controlling factor as indicated by the Canadian Northern. Public interest demanded that the coal traffic should in part be moved before the grain crop. The arrangement made this possible.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

SESSIONAL PAPER No. 20c

APPLICATION OF THE CITY OF HAMILTON FOR AN ORDER DIRECTING THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY AND THE CANADIAN PACIFIC RAILWAY COMPANY TO CONSTRUCT A NEW HIGHWAY BRIDGE CARRYING THE LINE OF KING STREET, IN THE CITY OF HAMILTON, OVER THE RAILWAY TRACKS OF THE COMPANY AT THE INTERSECTION OF KING STREET AND THE TORONTO BRANCH OF THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY.

Judgment, Chief Commissioner Drayton, December 13, 1915:

Application was heard at a sitting of the Board held in Hamilton, judgment being reserved for the purpose of having a thorough examination of the present structure and of the district served by it.

It appeared at the hearing that the bridge in question was built by the Toronto, Hamilton and Buffalo Railway Company under the authority of an Order made by the Railway Committee of the Privy Council.

The application on which the Order was made was for the approval of plans and profiles of those portions of the railway to be constructed across Garth, Main, King, and other streets in Hamilton.

In so far as King Street is concerned, the order simply approves of the crossing as shown on plan submitted, and authorizes the Toronto, Hamilton and Buffalo Railway Company to make the crossing.

The crossing authorized carries the highway over the railway by an iron bridge. The Order is entirely silent as to the question of maintenance, extension or widening of the bridge. The bridge as approved and constructed has a roadway of 24 feet with 6 feet on either side for sidewalks.

The question was considered, before the Order was made, by the City Council and a minute of that Council was put in evidence to the effect that the Council approved of the plan submitted by the Railway Company for the bridges over its line on Main and King Streets, each bridge being 36 feet wide, having 24 feet for a roadway and 6 feet on each side for sidewalks, the Company agreeing that, should the City Council at any time in the future deem it necessary that the bridges should be widened, to meet the requirements of increased traffic and the Chief Engineer of Railways and Canals concurred in that opinion, the Railway Company would widen the bridges accordingly at its own expense.

No record of the proceeding before the Railway Committee leading up to the issuance of the Order has been filed, but the parties state that no reference is to be found in them as to the alleged agreement mentioned in the Council Minutes or the terms referred to.

The Order is not made on the consent of the parties, but appears to have been made on notice to the city and after two hearings at which the city was represented by counsel. It makes no reference whatever to the conditions covered by the city's minutes, and apparently they were not considered or discussed.

The railway company state that no agreement of the character alleged was ever entered into with the city. While this is admitted by the city as being probably true, it is at the same time pointed out that the late Mr. Carscallen, who was counsel for the railway company at the time the resolution was adopted, was a member of the City Council and fully informed as to the position of the whole matter.

In my view, no agreement has been proved, and the whole question of the company's responsibility is to be determined apart from any question of contract.

The original construction was properly made in accordance with the plan adopted by the Railway Committee of the Privy Council, and to the satisfaction of that committee. The structure was a structure capable and sufficient of answering all the demands placed upon the highway for traffic purposes in 1896.

The railways interested claim that the whole railway responsibility is to maintain this bridge as constructed.

Apart from any question of contract, I am of the opinion that the obligation of the railway company is to maintain the bridge, not only so as to bear the ordinary traffic reasonably passing upon the highway in 1896, but to maintain it so as to keep it safe and fit for the ordinary highway traffic without limiting such traffic to the conditions obtaining in 1896—that its obligation to maintain must be considered and construed having regard to to-day's requirements.

On the other hand, I do not think that the company should be called upon to construct a bridge in advance of such requirements.

The McKettrick subdivision is the underlying reason for the present application. This subdivision was at the time of hearing apparently outside the city limits. The bridge in question is within the city and about 2,000 feet east from the city's westerly boundary. King street, to the west of the bridge, drops into the ravine with the characteristics of a winding country road subject to heavy grades.

In order to obtain a proper approach to the McKettrick subdivision and to escape grades, the bridge referred to in evidence as the McKettick bridge was built. This bridge lies to the west of the bridge in question and is also within the city limits. The approach to it from the east is by King street, and over the bridge now under consideration.

The McKettrick bridge was built at the cost of $135,000 to which cost evidence shows that $25,000 was paid by the city, the balance being paid by those interested in the development of the outside property. It was also stated that by-laws had been passed by the city requiring the Hamilton Street Railway to operate over the bridge.

It is quite clear that that bridge has been built so as to provide for street-car operation, and that such operation is necessary, if the McKettrick property is to be developed and a resultant highway traffic obtained.

The bridge as at present constructed is wide enough for the present traffic on King street. There is a reasonable question, however, as to its strength, and the load it will carry.

While it well may be that a 17-ton roller may require an unreasonable standard, on the other hand the time is approaching when the bridge will require at least reconstruction of the stringers and floor plan. The city desires that the whole character of the bridge be changed and that it be constructed so as to permit the operation of street cars on it.

Without doubt no proper benefits will ever result from the McKettrick bridge unless the intervening bridge is brought up to a similar standard, notwithstanding the fact that the present traffic on King street and that of the apparent immediate future does not demand it.

In view of the special circumstances of this case, I am of the opinion that an order should go for the construction of a new bridge of the same width as the McKettrick bridge, and designed to accommodate a double line of street cars and loads of a similar capacity as the McKettrick bridge.

Under these special conditions, the city should contribute 30 per cent of the cost and the railway interest 70 per cent.

The claim made by the Toronto, Hamilton and Buffalo Railway Company against the Canadian Pacific Railway Company remains to be considered.

The railway that is crossed by the King Street bridge is part of the Hamilton connection, so called. This portion of the railway, which extends from Garth street to the Desjardins Canal, was leased to the Canadian Pacific by indenture dated May 25, 1897, for the term of fifty years.

The Toronto, Hamilton and Buffalo Railway Company submits:—

> "If, in the opinion of the Board, the present bridge should be widened and strengthened, this company submits that no part of the cost thereof should be charged against this company as under the said lease the Canadian Pacific Rail-

way Company is liable and agreed to keep and maintain the demised property and all buildings, properties, and appurtenances connected therewith and to bear and pay all expense in doing and performing all such acts, matters, and things as might be required for the maintenance and operation of the said railway so demised as aforesaid and do and perform all the acts, conditions, matters, and things which this company would be bound to do and perform in respect of the said railway, which said agreement this company will ask leave to refer to at the hearing of this application."

The "Hamilton Connection" is a term which seems in the documents to be used interchangeably with the term "Hamilton Extension." The track so described forms a part of the Hamilton terminals, which commence with the point of connection with the Grand Trunk near the Desjardins Canal and extend to the easterly limit of the yards of the Hamilton company on its Welland branch, and to the westerly limit of the yards of the Hamilton company's Brantford branch.

The Canadian Pacific Railway Company is given running powers over and exclusive use and possession of the Hamilton connection, in addition to a use of the Hamilton terminals, as provided in the said agreement between the parties and other contracting railways of July 9, 1895.

The Canadian Pacific pays for its rights in the Hamilton terminals, including the exclusive use and possession of the Hamilton connection, 4 per cent per annum on one-half of the cost to the Hamilton company of the whole terminal, and of betterments which might be made from time to time with the consent of the Canadian Pacific. In addition to this, the Canadian Pacific Railway Company itself maintains the Hamilton connection, and pays to the Hamilton company its proper proportion of the cost of operation and maintenance of the residue of the terminals, computed on a wheelage basis.

The agreement expressly leases the Hamilton connection in the following terms:—

> "All and singular that portion of the Hamilton company's railway which extends from the junction at or near Garth street in the city of Hamilton, thence to the junction with the Grand Trunk Railway near the Desjardins canal, and all the lands, properties, and appurtenances connected or intended to be used therewith, including amongst others those mentioned in the schedule hereto attached; and also the powers, privileges, and franchises of the Hamilton company in respect thereof."

The bridge is not mentioned in the schedule, which is stated to contain merely a description of the lands on which the railway covered by the lease is laid.

The covenants relied on by the Hamilton company are as follows:—

> "And the Canadian Pacific Railway further covenants with the Hamilton company, its successors and assigns, that, during the said term, the Canadian Pacific Railway will keep and maintain the said demised property and all buildings, properties and appurtenances connected therewith, in good repair, order and condition, and will pay all taxes, assessments and impositions whatsoever which may by law become payable in respect thereof, and whether the same be imposed by Dominion or provincial or municipal or other authority."
>
> "The Canadian Pacific Railway will bear and pay all expenses incurred in doing and performing all such acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway so demised as aforesaid during the said term, in conformity with the laws of the Dominion of Canada, and will protect and indemnify the Hamilton company against every loss, damage and claim that may arise in consequence of the working of the said railway under this lease, and will (as far as it legally can)

do and perform all the acts, conditions, matters, and things which the Hamilton company is bound by its charter to do and perform in respect of the said railway and of the Government of Canada."

The Canadian Pacific Railway Company claims that the construction of new crossings or enlargement of bridges are not in any sense matters of maintenance, but are betterments, and points out that payments for betterments are specifically covered by the agreement on the basis of a division of the interest charge between the parties on the cost, betterments made during the continuance of the agreement, with the consent of the Canadian Pacific, being treated in the same manner as the original construction.

The Canadian Pacific further contends that the construction of bridges over the track or their reconstruction cannot be regarded as matters required for the maintenance or operation of the railway as such, but for highway purposes.

While the lease is a lease of that portion of the Hamilton company's railway known as the "Hamilton Connection," the extended interpretation given to the word "railway" by the Act may include the bridge in question as being a structure which the company is authorized to construct.

The Hamilton company relies on G.T.R. v. C.P.R., 15 C.R.C., page 433 (Myrtle case) as an authority applying in the present case, and requiring the Canadian Pacific, under its covenant, to maintain the King Street bridge, to rebuild it as and when traffic conditions require.

The cases are not quite the same. While it is true that the same question arises as to the proper significance to be given to the covenant of maintenance, the scope and character of that obligation in the Myrtle case had to be construed in relation to the added responsibility that the crossings were to be so maintained as to not in any way endanger the property, fixed or movable, of the Midland company—this provision requiring the maintenance of a bridge which would permit the safe passage of such traffic as traffic conditions on the Midland from time to time would require.

The lease here, of course, ought to be construed as a whole. It must not be assumed that the covenant as to maintenance is to over-ride the provisions as to betterments.

While, as between the company and the municipality, the obligation of maintenance calls for a maintenance sufficient for the purposes of highway traffic over the bridge as from time to time required, a different meaning might well be given to the same obligation as between the railways, created as it is by a document which, while recognizing maintenance on the one hand, provides for betterments on the other.

The question however is, one which the Board will not determine, unless so requested by both railways, in view of the fact that the lease provides for arbitration between the parties in case of dispute, and as for the purpose of this application no such finding is necessary.

The railway whose original obligation is now carried into effect is the Hamilton Company, which is also the owner of the line. The jurisdiction of the Board over that company is full and complete, and is not ousted by the subsequent lease.

The Order will, therefore, direct the work to be done by the Hamilton Company, and the 70 per cent of the cost which is placed upon the railway interests, to be borne by that company. The Board's action is without prejudice to the rights of the Hamilton Company in any proceeding it may take or desire to take against the Canadian Pacific Railway Company under the lease or otherwise.

Mr. Commissioner McLean concurred.

IN THE MATTER OF JOINT RATES AND CONCURRENCE NOTICES.

Judgment, Chief Commissioner DRAYTON, December 14, 1915:

The Chief Traffic Officer reports that the Canadian Pacific and the Grand Trunk Pacific Railway Companies have filed with the Board a revocation of the concurrences of the respective railway companies which were filed with the Board and the effect of which was to concur in joint tariffs issued by the Canadian Northern Railway lines (West Fort, Ont., and east thereof) and lines (Port Arthur, Ont., and west thereof).

The Canadian Northern Railway Company has retaliated by revoking its concurrence in joint tariffs issued either by the Canadian Pacific or the Grand Trunk Pacific Railway Companies.

The notifications differ in form. That of the Grand Trunk Pacific in terms revokes the concurrence filed, and states that future concurrences in favour of the Canadian Northern Railway will be covered by specific concurrence notices. The Canadian Pacific simply cancels its concurrence and says nothing as to what stand it takes in so far as future concurrences are concerned.

Under the Act, joint rates are obligatory; and, while all the railways concerned seem at least to agree in an effort to get rid of them as they are all filing revocation of concurrences, joint rates were not called for by the Act in ease of railway companies but in ease of the general freight movement and cost to the public.

The companies cannot be permitted to destroy the system of joint rates, simply because they so desire.

Under the Act, as I at any rate read it, no joint tariff can be disregarded by the companies until it has been superseded or disallowed by the Board.

While it well may be that the Board is not now immediately concerned as to the proposal of the Grand Trunk Pacific that concurrences in joint rates will be expressed in the future by concurrence of the individual tariff instead of by the general form which the companies file, the Board is concerned in seeing that concurrences are not revoked, in so far as joint rates effective by reason of such concurrences given in the past are concerned.

So as to give full effect to the revocation of concurrences already alluded to, the Canadian Pacific has in addition filed supplements numbers 9 to C.R.C. No. E 2841; 29 to C.R.C. No. E 2843; 2 to C.R.C. No. E 2894; 3 to C.R.C. No. E 2895; 1 to C.R.C. No. E 2896; 1 to C.R.C. No. E 3079; and other tariffs under these supplements specified.

The above tariffs directly cancel joint tariffs as therein set out.

The revocation notices given by the different companies and the supplements issued to tariffs by the Canadian Pacific as above set out, are all cancelled and disallowed. If the companies desire relief in connection with any particular joint rate now in effect, the only possible way they can get that relief is by following the provisions of the Act, and so far as the Board is concerned, making out a case justifying the extension of such relief.

APPLICATION FOR A STATION AGENT AT COLEVILLE, SASK., G.T.P. RY.

Judgment, Chief Commissioner DRAYTON, December 24, 1915:

By letter of November 23, 1915, the Oakdale Grain Growers' Association of Coleville, Sask., made application for the appointment of a permanent agent at that station.

The railway company's answer to the application shows that for the year ending October, 1915, the earnings at Colville were as follows:—

On inward freight	$ 4,935 00
On outward freight	1,008 00
On outward grain shipments	11,083 00
Passenger	248 00
Express	302 50

The company claims that, as the total receipts from all sources, other than grain, were but $6,493.50, no agent is required under the provisions of the general order No. 54

To give effect to the railway company's contention means that revenue from grain shipments cannot be looked to as justifying an order for the agent.

So far as the general order referred to by the company, dated January 6, 1910, is concerned, the material paragraphs are 4 and 5, as follows:—

> "4. That at all stations or shipping places upon the said lines of railway, from or to which the total freight and passenger earnings of the company for the last fiscal year, or where the average earnings for the last three fiscal years, amounts to not less than $15,000, of which $2,000 shall represent inward traffic, the said railway companies shall forthwith construct and equip suitable and proper stations, not to be below the standard of plans and specifications attached, No. 2, and shall likewise forthwith appoint and continue a permanent agent at such point or points.
>
> "5. That at all non-agency points where the business of the company consists solely or principally of grain shipments and the same amounts to at least 50,000 bushels for the previous year, temporary grain agents shall be appointed and continued during the grain shipping season, being from September 15 to December 31 in each year."

The railway company is in error in concluding that the effect of paragraph 5, providing for the appointment of temporary grain agents at non-agency points conflicts with the provisions of paragraph 4, under the circumstances of this case.

While it is true, in so far as a large portion of the traffic at Coleville is concerned, that traffic can properly be looked after by the grain agent, yet, nevertheless, other earnings at the point amount to 35 per cent of the whole. The business certainly does not solely consist of grain.

The expression "principally" is not to be construed as meaning that, in cases where the grain movement is the principal business or even constitutes more than 50 per cent of the whole earnings, section 4 is not to apply. The word is used simply in qualification of the inelastic and perhaps unfortunately used word "solely". An appreciable amount of business other than grain is necessary.

It must be also borne in mind that it is against the public interest that the grain should be thrown on the market at the one time, something more likely to occur with the withdrawal of the agent's services at the end of December.

Earnings apart from grain form, as stated, a considerable percentage of the whole, total, and an Order should go for the appointment of an agent as asked.

Mr. COMMISSIONER MCLEAN: I agree that agent should be appointed as asked.

GRAND TRUNK RIGHT OF WAY, JUNCTION CUT, HAMILTON, ONT.

Judgment, Chief Commissioner DRAYTON, December 28, 1915:

Under the Board's Order No. 14052, authority was given the applicant company (the South Ontario Pacific Railway Company) to take possession of, use, and occupy the lands therein described. By Order No. 14270 subsequently made, the descriptions of the property covered were amended.

The applicant company now desires to pay the Grand Trunk the value of the property and to obtain the fee simple. The Grand Trunk, on the other hand, contend that an annual sum should be paid as compensation, this sum to be subject to adjustment either by consent or arbitration at some fixed periods.

The language of section 176, in so far as lands not actually put to a railway use are concerned, is comprehensive, and may be compared to the section defining what property the company may take belonging to individuals.

Section 176 reads as follows:—

"The company may take possession of, use or occupy any lands belonging to any other railway company, use and enjoy the whole or any portion of the right of way, tracks, terminals, stations or station grounds of any other railway company, and have and exercise full right and power to run and operate its trains over and upon any portion or portions of the railway of any other railway company, subject always to the approval of the Board first obtained and to any order and direction which the Board may make in regard to the exercise, enjoyment or restriction of such powers or privileges."

"2. Such approval may be given upon application and notice, and, after hearing, the Board may make such Order, give such directions, and impose such conditions or duties upon either party as to it may appear just or desirable, having due regard to the public and all proper interests."

"3. If the parties fail to agree as to compensation, the Board may, by Order, fix the amount of compensation to be paid in respect of the powers and privileges so granted, 3 E. VII, c. 58, s. 137; 6 E. VII, c. 42, s. 8."

The section is broad enough to authorize the Board in the exercise of its discretion to permit one company to take and acquire an absolute interest in the lands belonging to another not put to any railway use.

The words "take possession of" and "occupy" are not applied to the actual railway facilities. "Take possession of" occurs to me to imply obtaining title to the property, and "occupy" carrying that right into actual possession.

"Possession" in law does not primarily mean the actual possession of property, but rather the present right thereto, or to the enjoyment thereof, as distinguished from rights in "reversion." "Remainder," or "expectancy," while "occupy" is the co-relative verb of "occupation" and commonly denotes physical possession.

The section then permits on the one hand the acquisition of an absolute title, and on the other a mere easement for use and enjoyment.

The result, therefore, is that, in so far as lands belonging to another railway company which have not been put to any railway use are concerned, the applicant company may get the property absolutely, while in so far as property actually used by another railway company is concerned, the applicant company can merely get the right to use and enjoy it, subject to the existing rights and the existing and potential use and enjoyment of the property by the senior railway.

In the present case, the property in question had not been put to any railway use by the Grand Trunk Railway Company. It, however, appears to be property which was bought for and is a part of its right of way. It is also reasonable to conclude that at some time it may be required by the Grand Trunk for a railway purpose.

The Board may exercise its discretion in giving effect to the provisions of the section. The conclusion that I have come to is that, in fixing the rights which may be taken, and the terms and compensation under the section, lands which are not only not put to an immediate railway use but as the Board find will not reasonably and probably be required for such purposes by the senior railway, should be dealt with as the lands of a private individual, and absolute rights conferred on the applying company therein; but that, so far as railway lands which may reasonably be required at some time in the future to be put to a railway use by the senior company are concerned, the fee of the property should be left in the senior company, and that compensation should be paid for that use and enjoyment that the applicant company obtains.

The section is entirely in ease of the junior company. The property that the senior line has is taken from it at the instance of a competitor, and it is but just that the wishes of the senior line, in connection with property that may be required for railway purposes by it, should be given effect to.

As the Grand Trunk Railway Company desires to retain its title, the Board will fix, if the parties do not agree, the compensation to be paid for its use and enjoyment by the Canadian Pacific Railway Company of the property in question, the amount to be fixed in a sum to be paid annually with right of readjustment at the instance of either party at the expiration of twelve years from the original entry of the applicant company; the compensation to be readjusted at the end of each succeeding twelve-year period.

Assistant Chief Commissioner Scott concurred.

APPLICATION OF THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY, UNDER SECTION 258, FOR APPROVAL OF PROPOSED NEW LOCATION OF STATION BUILDING AT NAPANEE, ONT.

Judgment, Mr. Commissioner McLean, December 28, 1915:

Application is made by the Canadian Northern Railway Company for the approval of a new station and station location at Napanee, Ont. The existing station is located on the line of the Bay of Quinte Railway, at a point adjacent to Centre street. The location is such that in order to serve the town a back-up movement is necessary. This movement is unsatisfactory and dangerous. The Canadian Northern Railway Company now desires to re-locate its station so as to have it on its main line between Toronto and Ottawa.

Application was made in the first instance by the railway company on June 29, 1914. No objection was taken by the municipality to the location as then proposed; but the type of construction was considered unsatisfactory, and the accommodation proposed was regarded as inadequate.

The matter was allowed to stand by the railway company until October 27, 1915, when an amended application was submitted. In this application, it was pointed out that the original intention had been to move the present station to a point about 350 feet south of the Grand Trunk crossing, but that the Chief Operating Officer of the Board had not favoured the proposed location or track layout on account of its being so close to the Grand Trunk diamond.

It now appears that the municipality is not opposed to the type of station; it is the question of location which is in issue. The municipality, when asked by the Board as to its position, asked for an investigation on the ground, alleging that the location as proposed was not a convenient one.

The municipality also sent in a resolution of the council stating that it was desired that there should be a Union Station with the Grand Trunk and Canadian Northern Railway Companies, at or near the present diamond crossing.

The Canadian Northern Railway Company in its answer stated that it preferred to have a separate station. The Grand Trunk Railway Company stated that its present station and facilities were in satisfactory shape; that its present location was more convenient for the residents of Napanee than would be a station at the site proposed; and it took the position that on account of these conditions it should not be called upon to make a change which would involve it entering into financial relations with the Canadian Northern Railway Company.

The matter has been investigated by a representative of the Board's Operating Department, who advises in favour of the location as proposed by the Canadian Northern.

The distance from the business centre of the town to the Grand Trunk station is 2,376 feet; to the proposed site of the Canadian Northern station 4,851 feet; from the Grand Trunk station to the Canadian Northern proposed site, 3,282 feet; and from the crossing of the railways to the site as proposed by the Canadian Northern, 733 feet. From the business centre to the crossing of the railways at or near which point a Union station is asked for by the town is a distance of 3,666 feet; that is to say, a difference of approximately a quarter of a mile as compared with the proposed Canadian Northern location.

A Union Station as proposed would be unsatisfactory from an operating standpoint. The existing location near Centre Street is unsatisfactory in that the movement interferes with the main line traffic. The crossing of the Grand Trunk and the Canadian Northern Railway Companies is not interlocked. It is only a question of time until with the development of traffic interlocking protection will be necessary. If, when interlocking protection is provided, a station were located at the diamond, an awkward position would present itself. For example, if there were a close connection between the Grand Trunk and Canadian Northern, a Grand Trunk train coming from the east would have to put off passengers and baggage at the platform and then draw west of the interlocked area. The Canadian Northern train coming eastward would then pull up and leave passengers and baggage for the Grand Trunk on the platform also taking up the passengers and baggage left there for it by the Grand Trunk; then the Canadian Northern would continue eastward out of the interlocked area; and the Grand Trunk would have to back down again to take up the traffic at the platform for it. A similar situation would arise in the case of close connection if the movements were reversed.

The Board has had to recognize the existence of such difficulties at smaller junction points. With a town of the importance of Napanee the difficulties would be still further increased.

Wherever it is feasible to have a Union Station, the general argument is in favour of such an arrangement. It means greater convenience for passengers and also helps in lessening the portion of the area of the municipality taken up by railway tracks; but it must be at the same time recognized that the Board is given no power under the Railway Act to compel railway companies to combine and create a Union Station.

The proposed location, as has been pointed out by the Board's Chief Operating Officer, is regarded as being more satisfactory than the original location as proposed at a point closer to the diamond. The location as now proposed by the Canadian Northern is adjacent to the public road leading to Belleville, which affords a ready access to the town. This road connects with West Street at the corner of Bridge Street. This point is two blocks from the point shown on the plan as the business centre of the town. The burden is on the railway company of giving a satisfactory means of access from the public road to the station.

The location as proposed may be approved.

Judgment, Chief Commissioner DRAYTON, December 29, 1915:

I agree with Commissioner McLean that approval may be given to the construction of a station at the point now asked by the Canadian Northern.

The present station facilities of the Grand Trunk are apparently sufficient for the purposes of that road, and to move the Grand Trunk to the junction point of the two railways where a Union Station is proposed would, in so far as the Grand Trunk is concerned, simply place its station facilities at an increased distance of 990 feet from the centre of the town and require the expenditure of relatively a considerable sum of money without any resultant advantage to the Railway Company.

APPLICATION FOR AN ORDER DIRECTING THE CANADIAN PACIFIC RAILWAY COMPANY TO CONSTRUCT A LOADING PLATFORM AT NAVARRE SIDING, ALTA.

Judgment, Mr. Commissioner MCLEAN, December 30, 1915:

Application was made under date of March 12, 1915, by John Ratvik, said application being dated from Wetaskiwin, Alta., stating that a side track had been built at Navarre Siding, and that it was desired to have a loading platform built at the point. It was stated that produce of various kinds was being loaded at the siding in question, and that the additional facility of a loading platform was necessary.

The matter was set down for hearing at Edmonton, and was also spoken to at Calgary. At the hearing at Edmonton, Mr. Ratvik appeared. Some question arose as to the price at which the land required for the purpose of extending the siding, erecting the loading platform, and making sufficient room for teaming in the vicinity of the loading platform could be acquired for.

Mr. J. J. McHugh, who appeared at Calgary, holds the land adjacent to the siding as located, and named a figure which the railway company thought was excessive. Mr. McHugh stated that the price was a proper one, considering the value of the land for farming purposes.

Mr. McHugh's land is on the N.W. ¼ of Section 22. Mr. Ratvik's land is adjacent to the north and south road allowance, and is on the S.W. ¼ of Section 22. The railway company owns the property here on which the facilities could be located.

Subsequent to the hearing, a petition signed by some 49 applicants was received from John Vassberg of Wetaskiwin. This petition set out that the applicants were farmers and ratepayers living near the S.W. ¼ of Section 22. They asked that the side track and loading platform be placed on the quarter section in question. They stated that during the present season some 40 cars of farm produce had been shipped from this point, and that if the accommodation asked for were put in the amount of shipping would be doubled.

The siding as it is at present on the ground is adjacent to a road allowance running east and west. This road allowance was not open at the time of the hearing at Calgary. Reference was made to this, and Mr. McHugh submitted that if he obtained the assurance of the municipality that a good road would be made by the autumn of the present year this would create a different situation. On this understanding, the existing siding was allowed to remain until an assurance was obtained of the intention of the municipality to open up the east and west road allowance this year.

The matter has stood for further negotiation. The Board is now advised that arrangements as to the additional lands cannot be worked out with Mr. McHugh. Whether this is so or not is not a question with which the Board is concerned, as the Board's concern is not with the price asked for or paid for the land, but with the question of facilities.

The municipality has not opened up the east and west road allowance referred to. This was a condition of the continuance of the siding on the N.W. ¼ of Section 22. The railway company now applies for approval of siding and grain loading platform on the S.W. ¼ of Section 22 adjacent to the north and south road allowance.

The matter has been gone into by the Board's Operating Department, which advises that the location is a satisfactory one.

From the record as developed, it appears that the location proposed will work out satisfactorily for the majority of those concerned, and approval may be given.

Chief Commissioner Drayton concurred.

COMPLAINT OF THE SPANISH RIVER PULP AND PAPER MILLS, LTD., OF SAULT STE. MARIE, ONT., AGAINST REFUSAL OF THE CANADIAN PACIFIC RAILWAY COMPANY TO SETTLE CLAIM FOR OVERCHARGE ON SHIPMENTS OF MACHINERY FROM POINTS IN MASSACHUSETTS, U.S.A., TO ESPANOLA, ONT.

COMPLAINT OF THE SPANISH RIVER PULP AND PAPER MILLS, LTD., OF SAULT STE. MARIE, ONT., AGAINST REFUSAL OF THE CANADIAN PACIFIC RAILWAY COMPANY TO SETTLE CLAIM COVERING OVERCHARGE ON FREIGHT SHIPMENTS OF MACHINERY FROM ANSONIA, CONN., TO ESPANOLA, ONT.

Judgment, Mr. Commissioner McLean, December 31, 1915:

Complaint is made that on certain shipments of machinery from Ansonia, Conn., Holyoke, Worcester, and Lawrence, Massachusetts, to Espanola, Ontario, a rate of 33

cents was charged, it being contended that the rate of 25 cents from points of origin to Sault Ste. Marie, Mich, should apply as a maximum, Espanola being intermediate to Sault Ste. Marie, Mich., and 135 miles short thereof.

The alleged overcharges amount to $333.84. The shipments in question moved during 1913.

The reasonableness of the rate charged is not attacked. The interpretation of the tariff is what is involved.

There is dispute as to the applicability of the tariffs to the type of machinery in which applicant is interested.

The tariffs concerned bear notation that, by authority of Rule 77 of Interstate Commerce Commission Tariff Circular No. 18-a, they do not apply from or to all intermediate points. In the correspondence filed by the applicant, it appears that the railway company raised the point that as the tariffs were subject to the jurisdiction of the Interstate Commerce Commission the railway company had no authority to apply the rate in question to an intermediate point in Canada. As to this contention, it should be noted that I. C. C. Conference Ruling 318 provides:—

> "The fourth section does not apply where the more distant point and the intermediate point are in a foreign country; nor when the point of origin and point of destination are both in the United States and the intermediate point is in a foreign country."

At the hearing, counsel for the railway company admitted that if the pulp mill was using the same kind of machinery as was covered by the 25 cent rate, the long and short haul clause would apply and the 25 cent rate would be the maximum (Notes of Hearing, vol. 240, p. 7360).

As indicated, the shipments moved during 1913. The tariffs under which the movement took place were C.P.D. tariff C.R.C. G.M., 86, effective August 1, 1911, and G.M., 108, effective February 1, 1913.

Both of these tariffs carried a commodity rate item No. 132 headed as follows:— "On commodities below mentioned, in carloads to Sault Ste. Marie, Mich." While the articles contained in the item are apparently those used in connection with tanning, there is no such limitation in the head-note. "Machinery" is listed under the item. but there is no word of limitation.

The tariff which has been in effect since March, 1915, has the item headed "Tanners' Supplies."

Tariffs are not to be construed by intention. They are to be construed according to their language. *Nelson v. Bell Telephone Co.*, File 13219.

When the machinery moved, the tariffs did not limit the 25 cent rate to tanning machinery. It was, therefore, available to machinery of other types. The movement is thus brought within the railway company's admission as to the application of the long and short haul clause. Adjustment to the 25 cent basis should be made.

Chief Commissioner Drayton, Deputy Chief Commissioner Nantel and Mr. Commissioner Goodeve concurred.

APPLICATION OF THE CANADIAN PACIFIC RAILWAY COMPANY FOR APPROVAL OF THE REVISED LOCATION OF STATION AT WATERFORD, ONT., ON THE LAKE ERIE AND NORTHERN RAILWAY.

Judgment, Mr. Commissioner McLean, December 31, 1915:

Application was made by the Lake Erie and Northern Railway Company for the approval of its station location in Waterford, Ont., adjacent to Mechanic street. Order approving of this location issued July 23, 1915. The matter had been especially brought to the attention of the Clerk of the Village of Waterford and the Township

of Townsend to ascertain what position was taken by these municipalities. The Clerk of the municipalities in question informed the Board that the matter had been brought before them and that no action was taken by them.

On September 20, 1913, the Canadian Pacific Railway Company applied for the approval of a revised location of the station. The revised location as applied for is located at Mileage 36·75, south of Waterford pond. Access is afforded from Nichol street.

The railway company filed plans bearing the approval as to this revised location of the Clerk and of the Reeve.

Protest was filed by Mr. G. B. Hellerman, President of the Waterford Fruit and Vegetable Growers' Association, objecting to the location as proposed and supporting the original location.

The matter was set down for hearing. At this hearing, Mr. Hellerman admitted that the new location would accommodate a larger number of people in the centre of Waterford. He raised, however, the question of accommodation to the people in the surrounding country, and in this connection used the following language:

> "But when you take the surrounding country west and east and somewhat south of Waterford, the original location would accommodate them every bit as much if not more so."

No representations from the people resident in the surrounding country have been received; but it would appear on Mr. Hellerman's statement that the balance of convenience was about even.

The Clerk of the municipalities was notified of the hearing, but was not present. He was written to asking for such submissions in the matter as he might desire to make, and he replied that no action would be taken but that the matter would be left in the hands of the Board.

The Board's inspector reports that the location at Mileage 36·75 is the more suitable as it will accommodate the larger number of people, and that it is nearly half a mile closer to the main business section of the village than the original location.

The location as suggested may be approved, subject to the railway company providing a safe road access to the station, and also erecting a substantial fence to prevent the possibility of vehicles or persons going over the side into the ravine. Inspection will be made of the work so directed, and further direction, if necessary, will be given.

Chief Commissioner Drayton concurred.

CROSSING CANADIAN PACIFIC RAILWAY IN COUNTY OF PONTIAC.

Judgment, Deputy Chief Commissioner NANTEL, December 29, 1915:

This is an application to extend a municipal highway over the Canadian Pacific Railway tracks.

This highway was only opened the 8th September, 1909, long after the location of the Canadian Pacific Railway, as appears by the process-verbal filed by the municipality.

I note the engineer speaks of a road allowance existing at this point.

In Quebec, there is no such thing as road allowances, *i.e.*, roads actually traced at some particular place either on an authentic plan or otherwise.

The only allowance for roads is that granted by the Government selling a lot and adding to it an allowance of 5 per cent generally to provide for roads when opened by the proper authority.

The roads in Quebec are opened:—

1. By a resolution of a by-law emanating from the municipal authority.
2. By the Lieutenant-Governor in Council under Section 2052 R.S.Q., 1909.

3. By dedication and prescription. Nothing in this application shows that the highway concerned was opened before the railway under any of those heads and the crossing therefore should be authorized at the municipality's expense.

Chief Commissioner DRAYTON:

I agree in the judgment of the Deputy Chief Commissioner. The evidence does not show that any provision for road reservation applies to (or if applicable has not been exhausted) the railway right of way. The highway crossing is junior to the railway and the usual rule as to costs must prevail.

Mr. Commissioner MCLEAN:

I agree it not having been established that this falls within the 5 per cent reservation.

The Assistant Chief Commissioner, and Commissioner Goodeve, concurred.

COMPLAINT OF THE WESTERN RETAIL LUMBERMAN'S ASSOCIATION OF CANADA, WINNIPEG, MAN., AGAINST THE INCREASE IN CARLOAD MINIMUM ON BRICK OVER LINES IN WESTERN CANADA.

Judgment, Mr. Commissioner MCLEAN, January 6, 1916:

Complaint is made by the Western Retail Lumberman's Association concerning the increase in the minimum weight per car of brick from 40,000 to 50,000 pounds. It is stated that brick is handled by various lumber yards in the West. It appears that the brick so handled is used almost exclusively for the building of chimneys. Consequently, it is disposed of in small lots, and it, therefore, takes a considerable time to dispose of a carload. It is complained that even under a minimum of 40,000 pounds it was difficult in the case of some yards to dispose of a carload in one season; and it has been urged by some of the parties applicant that the minimum should be even lower than 40,000 pounds. It is set out by the applicant that the 50,000 pounds minimum will mean that in practically every case it will take more than one season to dispose of a carload. One of the letters on file states that so far as the particular company is concerned, all its yards "are located at country towns where the demand for brick is very light." This company finds that its sales in practically all cases are small quantities of from 200 to 500 brick for chimney work.

The Canadian Northern lines in the West and the Grand Trunk Pacific do not carry on their equipment registers any car of less than 60,000 pounds capacity. Of the 40,000 lb. cars, the Canadian Pacific has a limited number which are now used almost exclusively in boarding car service.

The standard car is, therefore, the 60,000-pound car.

The Board has not been furnished with exact figures as to the tonnage involved. The total brick tonnage handled by the western lines of the Canadian Pacific during 1914 was 101,236. Certain statistics have been filed by the applicant covering a limited number of yards and dealing primarily with the average sales per year at these yards. Mr. Lanigan, for the Canadian Pacific Railway Company, has had these figures checked and states that they show that the brick tonnage moved to the lumber yards in 1914 was 964½ tons, and that this constituted only 9·53 per cent of the total brick traffic moved. There is an error in calculation, the percentage being only 0·953. As above pointed out, the figures furnished are not the total of the gross business.

At the hearing, Mr. Galloway, President of the applicant association, stated that his association had about 1,200 yards in the country, and that the average yard would not use over 10,000 brick per annum. This at 4 pounds to the brick would mean an average consumption of 24,000 tons per annum, which would be the limit of the rail tonnage in this respect.

Bearing in mind the limitations on the statistics furnished, the 69 yards, for which details are given, sold 407,383 brick during the year 1914. The figures per yard vary from a minimum of 150 to a maximum of 22,235. The average would be 5,759 brick, or 11·5 tons. If there are deducted the four points Banff, Bassano, Kenaston and Swift Current which sold in excess of 15,000 the average for the remaining 65 yards is 5,164 brick, or 10·3 tons. Taking, however, the average of 11·5 tons, this would give an average sale of 13,800 tons per annum, which would be the limit of the rail tonnage for one year.

It was stated by Mr. Neill, Secretary for the association, at the hearing that there was very little demand for brick outside of the cities. On the averages and estimates which must be used in default of exact figures, the tonnage available would be somewhere between 12·6 per cent and 23·7 per cent of the Canadian Pacific brick tonnage on western lines. But in view of Mr. Neill's statement, it is probable that both of these percentages need correction downwards. It must, in addition, be remembered that the lumber yards are not located on the Canadian Pacific alone. The tonnage figures of the Grand Trunk Pacific and of the Canadian Northern are not available. If they were, they would have the effect of further reducing the percentage proportion of the brick tonnage handled to lumber yards.

A railway company is not justified in imposing rates on the same commodity differing according to the use to which the commodity is put. *Consideration of the Special Local Tariff of the Dominion and of the Canadian Northern Express Companies applicable on cream between points in the Provinces of Saskatchewan, Alberta, Manitoba, and Ontario, West of Port Arthur, etc., File 4214.219.* The same inhibition would attach to a differentiation of minimum weights based on the use to which the commodity is put.

If the railway company is prohibited from differentiating in rates or in minima on the basis of the use to which the commodity is put, such prohibition applies with equal force to the Board and the regulative powers it may exercise.

Classification is, of course, a matter of averaging. While hardships may at times result from an arrangement whereby various items are included under one class rating, the matter must be looked at from the way in which it works out on the average. And a similar point of view must be taken in regard to minimum weights. The minimum weight of 50,000 pounds is well within the carrying capacity of the car.

Where the weight shipped has been about the minimum or less, a change in the minimum will of course have an effect on the business concerned. But in arranging a minimum, a railway cannot reasonably be required by a regulative tribunal to fix a minimum based on the fact that the business is such that it takes a season or more to dispose of a car of brick. The fact that capital is locked up in the car of brick for a season or more is one of the incidents of the business.

A railway company is not called upon so to adjust its rates that the shipper will always be able to carry on his business at a profit. The rate is only one item in the shipper's costs. The obligation of the railway company is to charge a reasonable rate. It is not called upon, through the reduction of the rate, to guarantee that the business will be carried on at a profit. In other words, the needs of the business and the way in which it is carried on are not the measure of the reasonableness of the rate. *British Columbia News Co. v. Express Traffi Ass'n.*, 13; *Can. Ry Cas.* 176,177; *Canadian Portland Cement Co. v. Grand Trunk and Bay of Quinte Ry. Cos.*, 9 *Can. Ry. Cas.*, 209,210; *The Canadian Oil Cos. v. Grand Trunk, Canadian Pacific and Canadian Northern Ry Cos.* 12 *Can. Ry Cas.* 350,356. And it, therefore, follows that a railway company is not under obligation to so adjust its minimum weights as to offset any inherent disadvantages of the business.

The question of minimum weights must be looked at from the standpoint of the general convenience, advantage, and interest. The generality of use of the commodity involved, and how the arrangement made meets this use, must be considered. As to the

great bulk of the brick business, no objection has been taken to the minimum; and the applicants admitted at the hearing that it was improbable that such objection would be taken as to the bulk of the business.

In a business where the spread in sales in a given year as between yards is from 22,000 to 150,000 brick, it is impossible to so fix a minimum as to take care of all the fluctuations of demand. It would not be justifiable to reduce the general minimum, to which on the great bulk of the business no exception is taken, to that which is desired to meet the needs of a business of a particular type where the sale of brick is in the nature of a by-product. Nor would it, in terms of what has been set out, be justifiable to give the applicants a minimum differing from what applies to the brick-shipping business in general.

Chief Commissioner Drayton concurred.

Re STATION AGENT AT NEW HAZELTON.

Judgment, Chief Commissioner DRAYTON, January 12, 1916:

Application is made by the Grand Trunk Pacific Railway Company for an Order authorizing the discontinuance of a station agent at New Hazelton in the province of British Columbia.

The company's application shows that the receipts for freight, passenger, and express traffic for the twelve-month period from October 1, 1914, to September 30, 1915, were $11,171.51. The application also points out that the company maintains, and will continue to maintain an agent at Hazelton, which is only 3·7 miles to the west of New Hazelton, and also employs a train agent on way-freight trains. The application also gives statistics of the business at Hazelton, showing it to be the more important point.

In so far as the agency at Hazelton is concerned, ordinarily speaking, the distance between the points is such that arguments which might otherwise be well taken against the removal of the agent at New Hazelton, disappear.

We well recollect, however, the proceedings in the Hazelton station case and the character of the ground. It would be impracticable to take any proper load over the wagon road from Hazelton to New Hazelton. The characteristics of the country are such that if the business of New Hazelton can warrant the Board in compelling the company to continue an agent at that point, the agent should be continued.

The company's earnings of $11,171.51 do not include the inward passenger business; these earnings are now found to be $3,079. I do not know that the volume of inward passenger earnings is particularly important in connection with the duties of a station agent, as the incoming passenger does not, as a usual thing, require his services. The necessity of an agent, in so far as the passenger business is concerned, is chiefly in the selling of tickets, and on the revenue side, of course the revenue on the incoming business is already credited to the originating office. The figure of $15,000 fixed by the Board was however in the nature of a compromise and includes these earnings.

While the company's figures are not explicit on the point, it is apparent that the outward tonnage consists very largely of silver-lead ore. This ore is consigned to the Trail smelter on the line of the Canadian Pacific Railway, and is stated to move at the through rate of $11 per ton. The Grand Trunk Pacific credits, for the purpose of this application, New Hazelton with $3 per ton on this outward business for the 180 miles haul from New Hazelton to Prince Rupert. The Grand Trunk Pacific Steamship Company is stated to earn $3 per ton for the 450 miles Prince Rupert to Vancouver, the Canadian Pacific Railway getting $5 a ton for the 612 miles haul from Vancouver to Trail, via Spences Bridge and the Kettle Valley Railway.

In my opinion, the earnings to be credited to New Hazelton on this business cannot be confined to the $3 a ton rate. If any railway company subject to the jurisdic-

tion of the Board, owns, operates or uses steamers plying, as a direct connection with the parent railway, between any Canadian terminus of the railway company and another port in Canada, the earnings for the water portion should be considered as part of the through route and rate.

The result would be that New Hazelton should be credited with earnings at the rate of $6 per ton instead of $3. It may be noted that of the total earnings $2,909 represents inward freight, and $739.87 inward express, while the earnings from outward passengers, who are convenienced by the agent being retained, amounted to $5,218 and the outward express $462.64.

It may be that the railway is right and that business will continue to drop at this point and concentrate more at Hazelton, in which case, subsequent figures may justify the removal of the agent; on the other hand, the views of the residents of the district may be entirely correct and the earnings return to the former high level. In the meantime, the present showing is not such as to justify the Board, under the present circumstances, giving effect to the application, which is refused.

Commissioners McLean and Goodeve concurred.

Re APPLICATION OF THE CITY OF WOODSTOCK, ONT., TO HAVE LINES OF THE GREAT NORTH WESTERN TELEGRAPH COMPANY PUT UNDERGROUND.

Judgment, Mr. Commissioner McLEAN, January 14, 1916:

The application is concerned with putting underground some 2,000 feet of the telegraph lines of the Great North Western Telegraph Company, between Vansittart and Wellington streets, on Dundas street, Woodstock.

The cost estimates of placing the wires underground vary from $1,438 as supplied by the company to $681.25 as supplied by the city. Mr. Murphy's estimate is $806.25. The city has constructed a conduit in which the wires may be placed. But nothing definite is submited by the city as to the terms on which the wires would be placed in the conduit, although apparently the city would like the company to pay for the conduit.

The Board's Electrical Engineer advises that the overhead lines of the company in their standing position would last the company twenty years or more, reference has been made to the alleged poor condition of the poles. The Board's Electrical Engineer states that:—

> "The poles seem to be perfectly sound notwithstanding the fact that they have been up for many years. As is well known, poles rot at and near the ground line, from the continuous wetting and drying action of the elements; but at Woodstock the pavement has been so well done that the butts of the poles seem to be entirely protected, and so far as we could ascertain without breaking the pavement the poles show no sign of deterioration."

He further states that the poles when taken down could be cut and used, but that the wire would have to be scraped. He suggested that the poles if cut off could probably be used by the city of Woodstock in the extension of its electrical system more advantageously than by the company, which would be put to the additional expense of transportation. The city, when this proposition was brought to its attention, stated that it did not see its way clear to handle any of the material.

The statement of earnings as submitted by the company, subsequent to the hearing, showed, gross, $1,668.98; net, $740.47.

When the application was launched, there were pending schemes for placing wires underground in Hamilton and in Montreal; and it was hoped that the experience in connection with these undertakings would be available and of value in the detemination of the present application. It has happened, however, that the magnitude of the works

involved has not yet enabled the final figures of cost to be placed before the Board; and it has also developed that each of the works in question has peculiar features of its own.

The present application must, therefore, be looked at from the standpoint of the peculiar problems, if any, presented by the local situation, and the scope of the Board's powers appertaining to applications as to placing telegraph wires underground as defined in the Railway Act.

It is not disputed that the telegraph wires in question were erected and are in place under a sanction given by Parliament. Parliament has conferred the power on the Board, on application of a city, town or incorporated village, to require the company to place its lines or wires under ground, on such terms and conditions as the Board may prescribe, and to abrogate the right given by the Special Act, to carry lines on poles in such city, town or incorporated village. But while the Board may thus abrogate the right as to the future, it is not authorized to disregard the fact that the company has put its lines in place under the sanction of Parliament, and that it is on the street with rights, otherwise the use of the word "terms" in the section would appear to be without meaning. Whether the policy pursued by Parliament in granting the telegraph company rights was proper or improper, is a question of policy on which the Board is not authorized to have a voice and which it may not weigh as affecting its decision. Further, the abrogation of the right is not, in terms of the section, to come until after the terms and conditions are settled.

The powers of the Board as set out in Clause (*g*) of Subsection 1 of Section 247 refer to the "terms and conditions" the Board may impose. While the Board has been given wide powers, it has not been given untrammeled discretion. For this would be to confer a law making power. For example, in another case it was decided that the wide powers granted under Section 47 of the Railway Act, whereunder the Board's order is to come into force upon the performance "of any terms which the Board may impose upon any party interested" did not alter the specific provisions applicable to Section 237. *Grand Trunk Pacific Railway Company v. the Landowners on streets in Fort William, Fort William Land Investment Company and others*, A.C., 1912, 224, 225.

In the present application, wide as is the apparent discretion under the section, it would appear that the scope of the discretion is dependent on what is set out in the Railway Act. If explicit statement is not given in the Act, the scheme of the Act, as contained within the four corners thereof, must be considered.

The Railway Act has grown up by accretion. To the original Act, concerned with the incidents of railway transportation, there have been added provisions dealing with other public utilities; and in respect of these a jurisdiction limited in various regards, as compared with that possessed in respect of railway transportation, has been given. But in general, it may be said that within the scope of the jurisdiction so granted the Board, in the absence of express definition or limitation, is referred to the provisions pertinent to railway transportation as showing the scope of the Board's discretion and outlining the principles to apply. The body of interpretative decisions which has grown up in regard to these provisions is of necessity pertinent.

Section 247, already referred to, does not indicate any "terms and conditions" peculiar to the telegraph business which must or ought to be considered, and it would, therefore, appear that the determination as to the type of terms and conditions, and what may be considered by the Board thereunder, must be found within the scope of the Railway Act and the body of interpretative decisions which outline the policy under which the administration of the Act has developed.

Reasoning from analogy, it would therefore appear that the body of policy which has been developed in regard to the protection of public safety by means of protection against railway dangers furnishes one important index of what here must be regarded.

As has been indicated, the wires of the company are in place and have a reasonably long life in prospect. In fact, the Board's Electrical Engineer states that, in his opinion, the standing lines are for the company's purposes almost as good as new. Even if they were not, the Act gives no power to enforce compulsory betterments simply as betterments. And it must be further remembered that the jurisdiction possessed over telegraph companies is primarily a rate jurisdiction instead of embracing also such a wide jurisdiction in respect of physical facilities as is granted in the case of railways under the Act.

In dealing with railway protection by means of grade separation, which furnishes the closest analogy to what is before us, the Board has looked to the element of danger existing. Each decision has been given on the particular facts of the particular case. It is the danger existing which justifies the grade separation.

What elements of danger are present here? It is stated that the existing structure is dangerous on account of the life of the poles being nearly over. This has been gone into by the Board's Electrical Engineer who finds, as indicated, that for the company's purposes the lines are about as good as new. Reference has been made to the fire hazard but no evidence whatever bearing upon this has been submitted.

No reference has been made to any other condition if such there is, which would be of aid in the determination of the matter.

While not saying so in explicit words, the application as developed looks to the improvement of the street by removing the wires; that is to say, an aesthetic improvement is desired by removing all overhead construction which was stigmatized as unsightly. No doubt the removal of wires is an aesthetic improvement and one may readily have sympathy with a movement to achieve such an end. But it is patent that the primary question here is what power has the Board to act, and what may it consider in arriving at its conclusions?

The Railway Act confers no power on the Board, either by direct statement or necessary implication, to order telegraph wires underground with a view to effecting an aesthetic betterment.

If the municipality desires to submit evidence bearing on the elements of danger, fire hazard or other factors which it may consider pertinent, this may be done. The question of the terms on which the wires may be placed in the conduit is a matter which will have to stand until after the municipality elects what course of action it will take in regard to the main matter.

Assistant Chief Commissioner Scott concurred.

HEATED FREIGHT CAR SERVICE WEST OF PORT ARTHUR.

Judgment, Assistant Chief Commissioner SCOTT, January 15, 1916:

For many years the railways have voluntarily maintained a heated car service for L.C.L. shipments out of Winnipeg and other shipping centres in the West during the winter months. These shipments moved under the ordinary bill of lading and no special release was signed by the shipper.

On March 4 last the Board issued Order No. 23392, on the application of the Fernie-Fort Steele Brewing Company, directing the Canadian Pacific Railway Company to accept shipments of perishable freight in heated cars under certain conditions. One of the conditions was that the shipper was to sign a release waiving claims for damages by frost. Clause 2 of the Order was as follows:—

> "That this Order apply only to shipments of the Fernie-Fort Steele Brewing Company, Limited, and any others who may apply for the same service on the lines of the Canadian Pacific Railway Company west of Port Arthur, during the winter of 1915-16."

After this Order was issued the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company and the Canadian Northern Railway Company each submitted a form of release pursuant to the Order of the Board for approval. These forms were duly approved. The railway companies then, instead of limiting the releases to the shippers mentioned in the Order, made them of general application and insisted on shippers from Winnipeg and elsewhere signing these releases. It was not the intention of the Board that these releases should be given general application. When the action of the railway companies was brought to its attention, the Board promptly issued an Order cancelling the approval it had given to the form of release and fixed sittings at Winnipeg and Calgary for the purpose of hearing the parties interested.

At the Winnipeg sittings, Mr. Lanigan, for the Canadian Pacific Railway Company, said that his company was willing to resume the old practice of providing heated cars for L.C.L. shipments in cold weather, and Mr. Rosevear, of the Grand Trunk Pacific, concurred.

Although the railway companies agreed to maintain a heated car service, it would be well to state the terms and conditions that are to apply to such service so that there may be no misunderstanding in the future. Except during the months of January and February, the railway companies operating west of Lake Superior are in that territory to give a heated car service whenever necessary for the safe transportation of L.C.L. freight. The shipper is to pay an amount equal to 10 per cent of the freight charges for the heated car service, and is not to be called upon to sign a special release relieving the railway company of responsibility for damage by frost to goods shipped. During the months of January and February the railway companies are to give a limited heated car service upon the payment of the 10 per cent, and on the following conditions:

There must be at least 12,000 lbs. of freight to be moved from one point of shipment to points on one section or branch of the railway.

The temperature must not be below zero, and the weather must not be stormy.

As I understand the railway companies are now maintaining such a service, no order will be issued at present.

Any disputes or difficulties arising in the future as to the working out of the heated car service may be submitted to the Board for further consideration.

Mr. Commissioner Goodeve concurred.

APPLICATION OF MILK SHIPPERS FOR A RE-CONSIDERATION OF THE ORDER REQUIRING SHIPPERS TO SUPPLY A MAN TO ASSIST IN UNLOADING EMPTY MILK CANS, AND THE QUESTION OF GENERAL HANDLING OF THE SAME.

NOTE.—Railway companies will be required to show cause why a general order should not issue fixing the minimum number of milk cans requisite, or minimum carload rate necessary in order to entitle a shipping station to a separate car.

Judgment, Mr. Commissioner GOODEVE, January 15, 1916.

Order No. 15413 was issued on September 26, 1911, after a hearing held at Ottawa on June 22, 1911, at which representatives of the railway companies and the milk shippers were present. This Order was based on the Judgment of the Assistant Chief Commissioner of July 24, concurred in by Commissioners Mills and McLean. In this judgment it was pointed out that the shippers and the railways had arrived at an agreement on all points involved with the exception of one, namely, whether the shippers should assist the railway companies in the unloading of empty milk cans, and this point was covered by his Judgment.

Upon an application of the milk shippers for—

> "Re-consideration of the order requiring shippers to supply a man to assist in unloading empty milk cans, and the question of general handling of the same."

a hearing was held at Ottawa on June 1, 1915, at which representatives of the railways and representatives of the Milk Shippers Association of Montreal, and of the individual milk shippers, were present. At this hearing the whole question was carefully gone into, and an opportunity given all parties to state their views. The application to amend the order was dismissed, the Assistant Chief Commissioner, who was presiding, stating:—

> "On the question of amending the existing Order, there has not been any evidence adduced that would warrant the Board changing the General Order with regard to the necessity of having people there to unload."

During the discussion the Chesterville shippers brought up the question of having a special car set off at that point for the loading of milk, to be picked up in the morning by the regular train for Montreal. This was reserved, the Board undertaking to have its Operating Officer look into the question of accommodation, and see what changes, if any, it would be necessary to make.

On September 1, 1915, Mr. Empey, one of the representatives of the milk shippers, called on the secretary of the Board and afterwards had a discussion with myself in reference to the providing of a special car; and also the consideration of a carload rate based on a fixed minimum of cans, when it was agreed that this would be submitted to the railways for their consideration. Accordingly, notices were issued to all interested parties on September 14, 1915, notifying them of a sitting to be held at Ottawa on Tuesday, October 19, 1915.

At this hearing, Mr. Stephens, of the Montreal Milk Shippers Association, desired that the whole question, both as to the milk shippers assisting at the unloading of empties, and the fixing of a minimum number of milk cans requisite, or minimum carload rate necessary in order to entitle a shipping station to a separate car, be gone into. This was agreed.

With reference to the first question: A great deal of evidence was submitted, but no new facts were adduced that would warrant the Board in altering its decision arrived at in the previous hearing, and summed up by the Assistant Chief Commissioner, who presided at that hearing, as follows:—

> "That no evidence was adduced that would warrant the Board changing the General Order with regard to the necessity of having the milk shippers assist in the unloading of empty cans."

In regard to the question of fixing a carload rate based on a minimum number of cans was involved the further question of the number of cans required to entitle a shipping station to demand a separate car to be set off for loading, and it was this latter point around which the greater part of the argument was advanced. In fact, it was clearly shown that the present application, and indeed the previous one, was due to the desire on the part of the milk shippers of Chesterville to obtain this concession. They based their claim largely on the fact that the milk shipping station of Lachute had obtained this privilege from the Canadian Pacific Railway Company, and that the number of cans shipped from Lachute and Chesterville were approximately the same. The evidence, however, clearly shows that the conditions were not parallel, and that the reason for granting Lachute a separate car was not based upon the number of cans shipped at that station, but almost altogether upon operating conditions. In the case of Lachute there was only one milk shipping station beyond that point, whereas between it and Montreal there were a sufficient number of stations to enable them to

fill up to an average carload, while in the case of Chesterville the most important milk shipping points on the Smiths Falls subdivision are Mountain, Inkerman, and Winchester, all of which are beyond Chesterville. So that if a car were placed at Chesterville it would be necessary to carry an additional car to take up the milk shipments at these points making two milk cars neither of which would contain an average load; besides which it was shown in order that the passenger train might not be unduly delayed, it would be necessary, in the case of Chesterville, to put in an additional siding which would involve an expenditure of approximately $1,985, which the railways contended would not be justified in view of the earnings from this traffic.

With regard to a General Order for a fixed carload rate, some evidence was submitted as to the practice of the American railroads. An examination of the tariffs cited showed that the conditions under which the milk traffic was handled were entirely different. It was further admitted that the average rates were higher than those in effect in Canadian territory.

In the United States they have milk trains on which carload lots are carried from concentration plants to the city, so that there is no difficulty in carrying out the principal involved in all carload traffic, namely, one shipper and one consignee, whereas, in Canada, and in the present development of the milk traffic, this would not be possible.

It was made very apparent from the evidence submitted that a General Order for a carload rate would be practically a paper tariff, and that little or no milk would move under it.

Under these conditions, I am of the opinion that there is no necessity at the present time for the fixing of a carload rate based upon a minimum number of cans.

Chief Commissioner Drayton, Assistant Chief Commissioner Scott, and Commissioner McLean concurred.

APPLICATION FOR AN ORDER DIRECTING THE CANADIAN PACIFIC RAILWAY COMPANY TO FURNISH A SUITABLE SITE FOR A COAL SHED; OR FOR AN ORDER DIRECTING THE CANADIAN NORTHERN RAILWAY COMPANY TO GRANT A JOINT RATE TO THE JUNCTION AT FORWARD THAT SHALL BE AT LEAST AS LOW AS THE PRESENT CANADIAN PACIFIC RAILWAY TARIFF TO THE FORWARD SPUR, OR AXFORD STATION.

Judgment, Mr. Commissioner McLean, January 21, 1916:

This matter has been developed by correspondence and investigation. Application was made by the Village of Forward, Sask., asking the Board to make an Order directing the Canadian Pacific Railway Company to furnish a suitable site for a coal shed adjoining the spur at Forward, it being stated that the spur as ordered in the first place was for the specific purpose of handling coal; and that the said spur was practically useless without a shed for storing the coal.

By Order 21560, on file 6713.28, direction was given for the construction of a spur at Forward. Some delay took place in connection with the construction; but on Mr. Drury's report of November 26, 1914, on file above referred to, it appears that at that time the spur had been completed; that the roadway along the side of the track for loading and unloading carload lots had been completed; and that the roadway was satisfactory to the representative of the village. From Mr. Bradley's letter of October 20, 1914, on the same file, it is clear that the municipality understood that the spur was for the purpose of delivering and receiving shipments in car lots.

The present application asks for a site on the right of way of the railway for a shed to handle the coal. The spur having been built to handle car-lot traffic, the railway company, it seems to me, meets its obligations when it places its car for the discharging or receiving of the traffic on the spur in question.

What applicants are asking for is an additional storage facility, in order to obviate the necessity of paying demurrage. The applicants are willing to supply the

shed; what they ask for is a site. Mr. Beatty in his letter of August 14 on the present file states that the company has no station grounds at the point in question, and it would be necessary to purchase ground for the proposed coal shed.

An inspection has been made by an officer of the Board who states that it will not be feasible to build a coal shed close to the track, as this would interfere with the loading and unloading of cars on the roadway. The shed would, therefore, have to be built on the outside limit of the right of way, which would necessitate wheeling the coal across from the car to the coal bin.

Some question is raised as to the spur being known as West Axford, instead of Forward. This is a question over which we have no jurisdiction; nor can the Board compel the company to acquire land for the purpose of leasing it to the applicants.

The company in providing a spur and roadway adjacent thereto for loading and unloading the cars, has done all that it is required to do. The inspection by the Board's officer shows that the shed site as asked for would interfere with the use of the siding by people who may desire to load or unload direct from the cars; and on this account the shed in any event would have to be on the extreme edge of the right of way, thereby causing an additional cost to the applicant in handling coal from the car to the shed.

Chief Commissioner Drayton and Assistant Chief Commissioner Scott concurred.

CARTAGE EQUALIZATIONS AND THE PRACTICE OF SUBSTITUTING FREE CARTAGE FOR INTERSWITCHING.

Judgment, Assistant Chief Commissioner SCOTT, January 29, 1916:

In re-considering the General Interswitching Order the Board has deemed it proper to consider the questions of cartage equalization, so-called, and the substitution of cartage for an interswitching service. And, at the sittings of the Board at Ottawa, December 14 last, we had the benefit of a full discussion on the questions with the representatives of the different railway companies interested. The discussion largely centered around the propriety of provisions in tariffs of the Canadian Northern Railway and the Ottawa and New York. Extracts from these tariffs are as follows:—

"Canadian Northern Railway Tariff C.R.C. No. E. 708, issued November 20, 1915, effective December 27, 1915, Section C., exception to Rule 1.

"In lieu of the absorption of switching charges authorized above, the Canadian Northern Railway (Lines Westport, Ont., and east thereof) reserves the right to effect collection or delivery of all competitive carload freight traffic from or to industries located on sidings of connecting or competing railways within the terminals of the cities named below through its cartage agents at its own expense, the said cartage absorption by the Canadian Northern Railway (Lines Westport, Ont., and east thereof) not to exceed:

At Hull, Que.	3	cents per 100 pounds.
At Montreal, Que	4	" "
At Toronto, Ont.	3½	" "
At Ottawa, Ont.	3	" "

Ottawa and New York Railway Company, Tariff C.R.C. No. 1030, issued September 1, 1914, effective October 5, 1914. Under the heading, switching absorption at Ottawa, Ont.

"The Ottawa and New York Railway Company reserves the right to effect collection or delivery of all competitive carload freight traffic from or to industries located on or adjacent to, sidings of connecting or competing railway companies within the City of Ottawa, Ont. (including Hull, Que.) either by absorbing the interswitching charges of the Canadian Pacific Railway, Grand

Trunk Railway or Canadian Northern Railway (including the switching charges of an intermediate carrier, if the services of such a road are required) as published in interswitching tariffs on file with the Interstate Commerce Commission and Canadian Railway Commission, or by effecting such collection or delivery through its cartage agent."

If railway company "A" has a siding into a certain industry, there is no objection to railway company "B" trying to equalize the advantage that company "A" has with that industry by giving free cartage to or from the industry and its terminals. But, while company "B" is under no obligation whatever to respect the advantage company "A" has on account of its siding, it is obliged under the Railway Act to refrain from giving one shipper an undue or unreasonable preference over another, under substantially similar circumstances and conditions. These are traffic circumstances and conditions. The fact that one industry has a siding of another railway, and a second industry manufacturing the same class of goods and shipping to the same markets as the first had not such a siding would not be a justification for refusing free cartage to the second if it was given to the first industry. A railway company is at liberty to collect a toll for cartage service or to give a free service, but it must treat all shippers of the same class of goods in the same locality alike. A tariff may say that the company "reserves the right" to absorb interswitching charges, or to collect or deliver freight free; but, in doing one or the other it must not give an undue preference to one industry over another. The tariff, however, must be definite and clear so that any shipper who examines it may learn exactly what toll he must pay for the railway service he desires.

Cartage allowance to a shipper or consignee must not be made because they pertain too much of the nature of a rebate. A cartage service is rendered by those in the carting business with the expectation of making a profit. A cartage allowance to a shipper, or consignee, may be profitable to them and therefore be in effect a rebate which is unlawful. If a railway company desires to give a free cartage service, it must state in its tariff what commodities it will cart free, what rates it will pay its cartage agent, and also give the name of its agent.

Although an interswitching track connecting the tracks of company "A" with the tracks of company "B" may exist within four miles of an industry served by a siding of company "A", company "B" is not bound to have traffic between its line and the industry interswitched by company "A", but is free to cart the freight to or from the industry if it wishes. The General Interswitching Order is not a mandatory order requiring interswitching wherever possible, but merely a regulative order fixing the tolls to be charged when an interswitching service is performed.

Cartage equalization and the substitution of cartage for interswitching are therefore both practices that are permitted so long as a railway company complies with its obligations under the Railway Act to observe equality in its treatment of shippers.

There are a number of tariffs of different railway companies relating to cartage on our files which are not in accordance with the principles I have stated which should be followed. Such tariffs must be withdrawn. New ones in proper form may of course be filed.

Chief Commissioner Drayton and Mr. Commissioner Goodeve concurred.

COMPLAINT OF NORTH QUEENS BOARD OF TRADE, CALEDONIA, N.S., AGAINST TRAIN SERVICE ON THE LINE OF THE HALIFAX & SOUTH WESTERN RAILWAY COMPANY.

Judgment, Chief Commissioner DRAYTON, February 11, 1916:

The North Queens Board of Trade complain that the Halifax & South Western Railway Company have cancelled its Thursday train to and from Caledonia.

The complaint is the same as that made last year, when the matter being investigated as to traffic returns, the company, without waiting for any action by the Board, restored the service.

The present complaint, made on January 12, has been taken up with the railway company, and an inspection and report made by an Inspector of the Board.

The inspector reports that traffic conditions are no better, but are worse; traffic has not improved, and the operating expenses have increased.

The report of last year showed that the line was then being operated at a loss.

The duty of the Board under the Act is to ascertain whether the service offered is sufficient and adequate for the requirements of traffic. Under the returns shown, the Board would not be justified in making any order adding to the company's expenses.

To illustrate the result of passenger and other business on the whole branch, the earnings of both passenger and freight in November amounted to 45.83 cents per train mile, and in December 48.47 cents per train mile. These figures have been checked by our inspector. A return of $1.50 per train mile for passenger trains affords but a reasonable earning in some cases, and in others an entirely insufficient result.

In support of the application, however, the terms of the agreement of August 20, 1901, are urged. This agreement was made between the Government of the Province of Nova Scotia and the Halifax & South Western Railway Company; and under it the railway in question was constructed.

The railway, in its inception and during its construction period, was entirely provincial and built to the requirements of the provincial authorities.

Under the Dominion Statute, known as the Canadian Northern Railway Guarantee Act, 1914, 4-5 Geo. V., chap. 20, the works and undertakings of this company were declared to be works for the general advantage of Canada; and are, therefore, now subject to the jurisdiction of the Board.

The agreement between the company and the Crown, as represented by the province of Nova Scotia, contains the following provisions:—

> "That the company will, upon and after the completion and equipment of the said lines of railways and works appertaining thereto, maintain and keep the same and the equipment required therefor in good and sufficient repair and in working and running order, and will continuously well and faithfully work, maintain and operate the said lines of railway in such manner as to afford good and sufficient accommodation for the traffic thereof, and will run at least one passenger train daily each way (Sunday excepted) at a moderate rate of speed, and such other train service as may be agreed upon between the parties hereto." Sec. 2, ss. 6.

The application is, therefore, in effect, an application to enforce the terms of this agreement.

The Board's jurisdiction to enforce agreements is contained in the amendment of 1909, when a new section, 26A., was added to the Railway Act. The section reads as follows:—

> "26A. Where it is complained by or on behalf of the Crown or any municipal or other corporation or any other person aggrieved, that the company has violated or committed a breach of an agreement between the complainant and the company—or by the company that any such corporation or person has violated or committed a breach of an agreement between the company and such corporation or person—for the provision, construction, reconstruction, alteration, installation, operation, use or maintenance by the company, or by such corporation or person of the railway or of any line of railway intended to be operated in connection with or as part of the railway, or of any structure, appliance, equipment, works, renewals, or repairs upon or in connection with the railway.

> the Board shall hear all matters relating to such alleged violation or breach, and shall make such order as to the Board may seem, having regard to all the circumstances of the case, reasonable and expedient, and in such order may, in its discretion, direct the company, or such corporation or person, to do such things as are necessary for the proper fulfilment of such agreement, or to refrain from doing such acts as constitute a violation or a breach thereof.

The breach here alleged (and indeed the breach here committed, because as a matter of fact the Thursday service is not given) is a matter which the Board, under the provisions of the section, can take cognizance of on the complaint of the party to the agreement.

The Dominion Act declaring the company's undertaking to be for the general advantage of Canada, does not discharge the covenant of the company to maintain a railway service as under the agreement set out, or discharge or affect the rights of the province to enforce it.

The result of the Dominion legislature would appear to afford the province the alternative of a summary application under the Railway Act before this Board to enforce the agreement, instead of proceeding by action before the Provincial Courts.

The present complainants, not being parties to the agreement, the agreement cannot be enforced at their instance; but, the question having become a matter of contract, its enforcement is entirely a matter for the parties to it, either by action in the regular Provincial Courts or by an application under the amendment above set out.

No Order can be made on this application.

Assistant Chief Commissioner Scott concurred.

THE CARRYING OF EXPLOSIVES BY A RAILWAY COMPANY NOT A MEMBER OF THE BUREAU FOR THE SAFE TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES OF THE AMERICAN RAILWAY ASSOCIATION.

Judgment, Assistant Chief Commissioner Scott, February 15, 1916:

The Canadian Pacific Railway Company and the Grand Trunk Railway Company have given notice to the Canadian Northern Railway Company that in future they will decline to accept shipments of explosives from the Canadian Northern Railway Company. This action was brought about by the Canadian Northern Railway Company refusing to maintain its membership in the Bureau for the Safe Transportation of Explosives and Other Dangerous Articles of the American Railway Association, commonly called "The Bureau of Explosives." For the lines of the Canadian Northern Railway Company in the Province of Ontario, I understand it would cost that company about $500 a year for membership in the Bureau.

The Canadian Northern Railway Company says that the National Explosives Limited, of Deseronto, is the only explosive factory exclusively on its line in Ontario. Manufacturers of explosives are permitted to become members of the Bureau of Explosives. If the National Explosives, Limited, joined the Bureau of Explosives, the other railway companies would not refuse shipments from that explosive company originating on the Canadian Northern; or, if the Canadian Northern became a member of the Bureau of Explosives, no shipment originating on its line would be refused by the other railways.

The question is, whether under present conditions the Canadian Pacific Railway Company and the Grand Trunk Railway Company would be justified in refusing shipments of explosives originating on the Canadian Northern.

Section 286 of the Railway Act provides that, a railway company shall not be required to carry explosives. But, if it decides to carry explosives they can only be carried if the regulations for the transportation of explosives prescribed by the Board, by General Order No. 100, are complied with.

Clause (*b*) of these regulations provides that explosives "may be received for transportation, provided the following regulations are complied with, and provided their method of manufacture and packing, so far as it affects safe transportation, is open to inspection by a duly authorized representative of the initial carrier, or of the Bureau of the Safe Transportation of Explosives and Other Dangerous Articles of the American Railway Association if it be so designated by the Canadian Carrier. Shipments of explosives that do not comply with these regulations must not be received."

There is nothing in the regulations which makes it obligatory for the Canadian Northern to join the Bureau. If the Canadian Northern will appoint a competent inspector to visit the factory of the shippers of explosives and he makes sure that the Board's regulations are followed, the railway company may receive the shipment and carry it over its railway.

Section 317 of the Railway Act, Sub-section 3 (*b*) provides that "No company shall by any unreasonable delay or otherwise howsoever, make any difference in treatment in the receiving, loading, forwarding, unloading, or delivery of the goods of a similar character in favour of or against any particular person, or company."

As it is admitted that the Grand Trunk Railway Company and the Canadian Pacific Railway Company carry some explosives they are bound by the provisions of the Railway Act, just quoted, to carry all explosives tendered to them for transportation provided the Board's regulations respecting same have been followed. Unless they have good ground to doubt its bona fides, a certificate of the initial carrier should be sufficient evidence for the Grand Trunk Railway Company or the Canadian Pacific Railway Company that the Board's regulations have been followed.

An Order directing the Canadian Pacific Railway Company and the Grand Trunk Railway Company to receive shipments of explosives from the Canadian Northern Railway Company will not issue until the Canadian Northern Railway Company has satisfied the Board that it has appointed a competent inspector and made proper arrangements for the inspection of shipments of explosives originating on its line.

Chief Commissioner Drayton, Deputy Chief Commissioner Nantel, and Commissioners McLean and Goodeve concurred.

IN THE MATTER OF THE CANADIAN NORTHERN RAILWAY COMPANY'S SPECIAL FREIGHT TARIFF C.R.C. NO. E-732; AND THE APPLICATION OF THE IMPERIAL OIL COMPANY FOR A JOINT TARIFF ON TANK AND STILL STRUCTURAL MATERIAL.

Judgment, Chief Commissioner DRAYTON, February 15, 1916:

At the sitting of the Board held in Ottawa on the 9th instant, two cases closely related were heard, and considered together.

The one involved the consideration of Special Freight Tariff C.R.C. No. E-732, issued by the Canadian Northern Railway Company, the company being required to support the tariff and show cause why it should not be cancelled as being made in contravention of the "Equality" and "Joint Tariff" provisions of the Act.

The other application was one made by the Imperial Oil Company, for an order under Section 334 of the Railway Act, requiring that a joint tariff should be filled from Sarnia to Regina, at a rate of 75 cents per 100 pounds, applicable on tank and still structural material. The Pere Marquette Railway Company and the Canadian Pacific, Canadian Northern and Grand Trunk Railway Companies being interested, either in portions of through movements or in alternative routes.

Reference to the circumstances under which the so-called Proportional Special Tariff of the Canadian Northern Railway Company came to be put in is necessary.

The Imperial Oil Company, carrying on as it does a very large business in the North-West, stated that in view of the fact that by far the largest part of the distribution of oils and gasolene was confined to a three months period, and as during that

period, which may be termed the "peak," three or four times the number of containers and transportation facilities (tank cars and the like) were required than at other times of the year, they determined that it was necessary to erect a refinery in Regina and distribute from that point.

Desiring to have the steel materials necessary for the erection of the plant fabricated in Canada and at their Sarnia works, the Imperial Oil Company approached the Pere Marquette Railroad Company with the view of obtaining a special rate from the Pere Marquette of 75 cents to Regina.

The Pere Marquette representative agreed to make this special rate of 75 cents, tansportation to be made via Chicago over the lines of the American companies connecting with that system, with the result that the American lines would get the long haul.

The Imperial Oil Company thereupon obained its materials in Pittsburg, shipped them to Sarnia, and have at least in part already fabricated them. The movement is considerable, some 5,000 tons being involved.

The Pere Marquette then declined to maintain the rate, or indeed to put it into effect; and, while nothing is said as to the reason for it, I take it for granted that the Canadian roads over whose tracks the shipment would have to go to Regina from the international boundary refused to reduce their rate, and probably brought pressure to bear upon the Pere Marquette, so as to prevent the long haul on the movement out of Sarnia being enjoyed by the American companies.

The Canadian carriers were then approached, but the Imperial Oil Company was unable to obtain any concessions from any of the carriers having connection with Sarnia. The Canadian Northern, however, subsequently agreed to put in the tariff in question and filed it.

The special rate of 75 cents that the Imperial Oil Company desired in the first instance from Sarnia to Regina was required so as to meet the Pittsburg rate of 93.9 cents to Regina, the rate from Pittsburg to Sarnia being 18.9 cents.

As the Canadian Northern Railway Company has no connection with Sarnia, the traffic from Sarnia to Toronto, moving on the Pere Marquette and Canadian Pacific Railways would pay the established rate of 16½ cents and, therefore, it became necessary that, in order to equal the 75 cent rate as desired by the Imperial Oil Company, a special rate of 58½ cents should be made by the Canadian Northern Railway Company from Toronto to Regina.

The tariff that railway company filed is said to be a Special Proportionate Freight Tariff of rate on tank and still structural material from Toronto to Regina, and is made applicable only on shipments originating at Sarnia and does not apply to points intermediate to Regina. The required rate of 58½ cents is made.

The Canadian Northern Railway Company supports the tariff as being proper under the provisions of Section 326, Sub-section 3 of the Railway Act, which reads as follows:—

> "The special freight tariffs shall specify the toll or tolls, lower than in the standard freight tariff, to be charged by the company for any particular commodity or commodities, or for each or any class or classes of the freight classification, or to or from a certain point or points on the railway; and greater tolls shall not be charged therein for a shorter than for a longer distance over the same line in the same direction, if such shorter distance is included in the longer."

The provision undoubtedly allows special freight tariffs and commodity rates. These tariffs, however, are just as much subject to the provisions of the Act relating to equality and to joint rate movements as are the original standard tariffs. The Section itself provides that greater tolls shall not be charged under such special tariffs

for a shorter than for a longer distance over the same line in the same direction if such shorter distance is included in the longer.

The tariff is confined in its operation to shipments originating in Sarnia, a point 232 miles out of Toronto, and provides for the carriage of the material in question to Regina, which is 357 miles west of Winnipeg. The rate is not extended to Winnipeg, and the Canadian Northern tariffs, before the tariff under consideration was filed, provided a rate from Toronto to Winnipeg 62 cents and to Regina 86 cents. The articles forwarded do not all take the same Class, but 6th Class to all intents and purposes applies and the rates quoted are those of the 6th Class.

The rate from Sarnia to Regina is 86 cents, the same as the rate from Toronto to Regina. The tariff in question reduces the rate applicable on the lines of the Canadian Northern 27½ cents. The Canadian Northern does not suggest that the 86 cent rate is too high. On the other hand, the consistent position taken by that company in cases being considered by the Board, is that it requires every cent of revenue that it can get and that it should not be called upon to forego any. The tariff is sought, however, to be sustained as a competitive freight tariff.

So far as the Canadian Northern line is concerned, it is difficult to see how any effect can be given to this argument. The Canadian lines have the right to differentiate any rates to the extent necessary to meet the advantages enjoyed by one company over the other that a shorter mileage creates. Carriers cannot go further than this, without rendering their tariffs subject to attack, unless the tariff scheme is carried out in its entirety.

In the regular existing tariff the Canadian Northern has already met the shorter Canadian Pacific mileage to Regina and publishes the same rate.

It cannot be contended that Toronto—Regina business or Sarnia—Regina business is more highly competitive than business to Winnipeg, or that concessions granted to manufacturers at one point should be denied those at others when similar traffic conditions prevail.

The Winnipeg Board of Trade has intervened. Its telegram, read at the hearing, is as follows:—

> "Informed Commission will to-morrow deal with reduced rate structural steel ex Sarnia, Toronto, Regina, 58½ cents. On behalf members seriously affected this Board protests strenuously against any reduction eastern to western points unless corresponding reductions made rates into and out of Winnipeg to keep manufacturers fabricating steel at Winnipeg at least in same relative position to eastern manufacturers that now exists under Commission's decision in Western Rates Case. Writing."

This telegram has been followed up by the following written submission:—

> "If reduced and special rates below those ordered by your Commission in the Western Rates Case are made from manufacturing centres in Eastern Canada to points in Western Canada as occasion arises, without any corresponding reduction in rates into and out of Winnipeg, it must be readily apparent to your Commission that Winnipeg manufacturers will be deprived of their just rights to compete with eastern manufacturers on requirements at western points, and this section feels that the Commission should not, and no doubt will not, lend its sanction to any basis of rates that will bring about such disastrous results to western manufacturers."

In this connection, the different mileages involved are as follows:—

Pittsburg to Sarnia and Sarnia to Regina, via Grand Trunk and Canadian Pacific, 2,163 miles.

Pittsburg to Sarnia, and Sarnia to Toronto (P.M. & C.P.) Toronto to Regina, the route that the proposed tariff takes advantage of, 2,288 miles.

Pittsburg to Sarnia, Sarnia to Regina, via Pere Marquette Chicago line, and Northgate, which would appear to be the route originally contemplated by the Pere Marquette, 1,958 miles.

Pittsburg to Winnipeg, Winnipeg to Regina, 1,697 miles.

It will be observed that the route covered by the tariff in question is 125 miles longer than if the ordinary route from Sarnia to Regina had been adopted, while steel originating at Pittsburg, fabricated at Winnipeg instead of being fabricated at Sarnia, has a mileage of but 1,697 miles, or 591 miles less.

One of the matters which received very careful consideration in the Western Rates Case, and an underlying principle applying to tariffs, is the right of distributing points or manufacturing centres to the advantages of their geographical situation, which should not be taken from them by any artificial or discriminatory rates.

Apart from some special circumstances or extraordinary rate, it is quite clear that there would have been an advantage in fabricating this steel in Winnipeg rather than in Sarnia. Had the shipment taken this course, the rate would have been $1.01·2, 6th Class, against the regular Sarnia rate of $1.04·9. Again, the regular Canadian Northern rate from Toronto to Winnipeg is 62 cents, while the rate in question carries the same commodity over the same lines in the same direction through Winnipeg and 357 additional miles to Regina for 58½ cents.

Apart from these considerations, Section 333 of the Railway Act provides for joint traffic. The duty is cast on the railway companies to put in joint rates, a duty which can be enforced in case of failure under Section 334.

Joint rates were in effect applicable to the traffic in question—joint rates which the Canadian Northern Railway Company does not attempt to show are excessive or improper. The whole answer is that of competition. Reference should be made in this connection to Section 337, which provides:—

> "No company shall, by any combination, contract or agreement, express or implied, or by other means or devices, prevent the carriage of goods from being continuous from the place of shipment to the place of destination."

The scheme of the Act is that traffic moving over the lines of two or more companies shall be considered and carried as through traffic on the one bill of lading, and not that local rates should be filed as proportionals and the traffic move under separate bills. The proportional rate is something which the Act does not provide for in terms at all; and, while it is quite true that through traffic shipped on a through bill of lading may move on the sum of the locals so that in a sense the local is a proportion of the through rate, it nevertheless is true that the local rate is open for every shipper to take advantage of and is not confined to a shipment originating at some particular point miles away on the one hand, or to a particular destination on the other.

The present rate, although claimed to be proportional, can hardly be so described when the result is not to maintain the joint rate out of Sarnia but to reduce it 27½ cents.

Special arrangements cannot be given effect to between railways and shippers. Traffic must be moved on the tariffs filed—no more and no less; and these tariffs must be free of unjust discrimination and comply not only with the general sections but, in cases applicable, with the joint traffic sections of the Act.

There remains to be considered the application made by the Imperial Oil Company for an Order directing the companies affected to file through tariffs providing a commodity rate on the material in question from Sarnia to Regina of 75 cents.

The application is urged in the public interest. The applicants show that the cost of fabricating in Sarnia amounted to $9 a ton; so that fabricating in Sarnia resulted in an expenditure of $45,000 in Canada, something unquestionably in the public interest.

The position of the Canadian Pacific Railway Company on the question of fabrication is that Customs Tariff, Items 381 and 382, provides a tariff of $3 and $7 a ton

on different classes of unfabricated iron and steel material, while Item 391 provides for a duty of 35 per cent, amounting as claimed by the Canadian Pacific to a duty of $20 to $24.50 a ton on the fabricated material.

The applicants showed that on the material in question the difference in duty did not exceed $7 a ton, and that of this $7 a ton, the additional cost of fabricating in Canada absorbed over $5, with the result that a sum less than $2 represented the economy of Canadian fabrication, with the further result that, on a freight basis, the economy worked would represent a sum not exceeding and possibly less than 10 cents a 100 pounds.

There is, of course, another public interest to be considered. That is the transportation interest—possibly representing, next to the great agricultural industry of the country, the largest public interest.

On the large movement in question, its carriage through the States instead of through Canada as originally arranged would represent a loss to the Canadian railway industry, based on a 75 cent rate, of $75,000 of revenue, less, of course, the short local movement which would still remain available to the Canadian roads.

The applicants give no evidence as to the unreasonableness or otherwise of the present Sarnia rate, except that which may be inferred from the fact that the Pittsburg-Regina rate is lower than the combination of the Pittsburg-Sarnia and Sarnia-Regina rates, amounting to $1.04·9, and from the further fact that the Pere Marquette Railroad Company at one time voluntarily agreed to this 75 cent rate. The larger part, however, of the earnings under that rate meant just so much found business to the American lines; and it was a rate which they chose to put in, doubtless in order to get the business, and not a rate fixed by any rate regulating tribunal as reasonable. On the other hand the Pittsburg-Regina mileage is 1,591 while the Sarnia-Regina mileage 1,773. At a rate of 93·9 the Pittsburg movement makes a mileage return of 1·18 cents and the 86 cent Sarnia movement 97 hundredths of a cent per ton mile.

The Pittsburg rate proves nothing, except that iron and steel commodities can move west more cheaply out of Pittsburg direct than out via Sarnia. It affords no evidence whatever that the Sarnia rate is unreasonable.

The statement is also made that the rate is only a paper rate, and that no traffic moves under it.

The iron and steel rates of the country stand in a certain relationship one to the other. The commodity moves, speaking generally, under the 5th and 6th Class in carloads; and, while there may or may not have been any traffic to move out of Sarnia and none moving from that point, there is no doubt at all that traffic of this character moves and is moving freely.

The same 86 cent rate applies from Hamilton and Montreal, and also from Walkerville, where there is also a bridge plant. The large viaducts and bridges in the West many of them fabricated in the East, need only be instanced. At the present it is true that a large portion of this business, perhaps indeed most of it, is now fabricated in the West for the West. The large plant of the Manitoba Bridge Company and the branch factory established by the Dominion Bridge Company in Winnipeg may be taken as evidence of this fact.

While this is true, no new tariff structure can be justified, the effect of which would be to favour the eastern fabricator of iron and steel as against his western competitor in the western market.

Before the Board can give effect to the application, the unreasonableness of the present rates must be established. If unreasonable ex Sarnia, they cannot very well be reasonable ex Hamilton, with its shorter mileage.

The simple fact that the Imperial Oil Company has a specially large shipment to make and on which large traffic returns could be earned cannot be considered by the Board as over-ruling other considerations.

It is true that under the Act the tolls for larger quantities may be proportionately less than the tolls for smaller quantities (s. 315, ss. 3).

Effect has been given to this section in the lower car lot rates—in the lower rate basis given the carload as against less than carload movements. Further than this the Board has not and in my opinion ought not to go. There is no real handicap on the smaller manufacturer or dealer under this system. Practically all engaged in the handling of the different commodities that move in carloads have enough business to provide for a carload movement, which in turn represents a greater transportation facility and lessens railway expenses. On the other hand, were rates for movements of 5,000 tons, for example, less than for 2,500 tons, it would be simply handicapping the smaller dealer and bonusing the larger. If the system were applied to the movement of any commodities moving in large volume, such as coal, the only effect in the long run would be to work the extinction of the smaller dealers and place the business of the country in the hands of large distributors.

The application must be dismissed.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

Mr. Commissioner McLean: The Canadian Northern tariff is discriminatory and should be disallowed. I agree in the judgment.

RE EMBARGOES.

Judgment, Chief Commissioner Drayton, February 16, 1916:

It appears that the Canadian Northern Railway Company has not been reporting to the Board embargo notices given to shippers on its lines as a result of an embargo placed on joint traffic by a connecting carrier.

The company asks for a ruling as to whether or not this should be done. In the case of embargoes put in force by an American line connection, if it were not done no notice of the embargo would be filed with the Board.

It is necessary for the Board to have proper and full information as to all embargoes, no matter for what cause the embargoes are placed. The result on traffic, of course, is the same—it does not move, and the Board should know why it is not moving, and be armed with sufficient information to enable embargoes to be cancelled just as soon as such cancellation is possible, or to determine whether the Canadian carrier should not route traffic by another line. The traffic situation cannot otherwise be intelligently dealt with.

All embargoes of any kind must, therefore, be reported at once.

In addition to the matter of embargoes, and in view of the special difficulties which have arisen this year owing to unfavourable weather conditions, I am also of the opinion that railway companies should, by wire, advise the Board as to any obstruction on their lines or interference with their facilities which will prevent the usual trend of traffic being carried for a longer period than twenty-four hours. Such telegrams to state fully the nature of the trouble—the steps being taken to remedy it, and the time when the line should again be open.

Assistant Chief Commissioner Scott and Commissioner McLean concurred.

APPLICATION MADE BY THE CITY OF WINDSOR, ONT., FOR AN ORDER AUTHORIZING AND DIRECTING THE CONSTRUCTION OF A SUITABLE LEVEL CROSSING OVER THE TRACKS OF THE MICHIGAN CENTRAL RAILWAY COMPANY AT THE INTERSECTION OF THAT COMPANY'S RIGHT OF WAY WITH WYANDOTTE STREET, WINDSOR, ONT.

Judgment, Chief Commissioner Drayton, February 24, 1916:

This case has been before the Board on different occasions. In the first instance the question of crossing at this point was considered by the late Chief Commissioner, Mr. Justice Mabee, and Dr. Mills.

A view of the locality was taken by the Board as then constituted, and a direction was subsequently made allowing the city to extend Wyandotte street, but on the condition that the city should construct and maintain an overhead bridge across the tracks of the Michigan Central Railway; and a formal Order was issued on the 19th of April, 1910, carrying the Board's direction into effect.

The right of the city to extend Wyandotte street over the company's tracks by way of this bridge was limited to a period of four years; so that its rights thereunder expired on the 19th of April, 1914.

After this Order had lapsed, the city made a further application for a level crossing, which was resisted by the railway company.

This application was heard on the 13th of March, 1915. At the conclusion of the case, the city was authorized to extend Wyandotte street by means of a bridge, as permitted in the former Order, the application for the level crossing being dismissed on the grounds stated in the oral judgment then delivered.

The Corporation has again applied for a level crossing, on the ground that the construction of a bridge would be so expensive that it was impossible for the corporation to build it, the solicitor's letter showing that council had made inquiries of bridge specialists in Toronto and had ascertained that if a bridge was to be constructed over the Michigan Central railway at the point in question without a lowering of the grade of the railway track, the cost would be between $250,000 and $300,000, over and above the cost of making necessary changes in the grade on Wellington avenue and Cameron street

The Board has made a further investigation. It appears that the Michigan Central now have on its right of way two tracks at the point in question—they are some distance apart. If these tracks are brought together and constructed at 13-foot centres, and so that they will be contained in the one span of 30 feet, the cost should not be at all excessive.

The Board's Chief Engineer, Mr. Mountain, has gone carefully into the question of cost. In his view, the bridge and approaches can be constructed for about $35,000. The Order must stand.

Owing to the present condition of finances, the Board, however, has given effect to the city's application for a temporary crossing over the tracks for pedestrians only, the city appointing its watchman to protect this traffic. This temporary right was given, pending the investigation as to costs that the Board has been making; and, under the expressed terms of the railway's consent and the city's application, the said rights were to terminate just as soon as the main question was determined by the Board, and were to expire in any event on the 31st day of December, 1916.

In view of all the circumstances—the state of finances and the care with which the pedestrians are being protected—the temporary Order will be continued until the 31st of December, 1916, although the main issue is now determined.

Mr. Commissioner Goodeve concurred.

ELLIS V. GRAND TRUNK RAILWAY COMPANY *re* SIDING ON ST. CLAIR AVENUE, TORONTO.

Judgment, Chief Commissioner DRAYTON, February 28, 1916:

This is an application made by Mr. William Ellis for an Order requiring the construction of a siding from the Grand Trunk Railway into his premises on St. Clair avenue, Toronto, Ont.

The application is supported by the railway company, but is objected to by the City.

The case came on for hearing at a sitting of the Board held in Toronto on the 21st instant.

It appears that Mr. Ellis, before opening up his coal and wood yard on St. Clair avenue, first saw the officials of the Grand Trunk, who were quite willing that the siding as required should be laid; and that, not anticipating any difficulty with the City, he leased the premises and has spent a considerable sum of money in constructing the necessary buildings and plant, and is now carrying on his business at large and unexpected expense owing to the absence of the spur.

The applicant further points out that the main line of the Northern Division of the railway now crosses St. Clair avenue, and that the siding proposed to cross that avenue adjacent to the present track would not create an added inconvenience or danger.

The applicant also claims that it would be dangerous to run the siding from the north, as there is a considerable down grade.

The railway company entirely endorses the applicant's position.

At the hearing, the Board was of the view, that having regard to the importance of St. Clair avenue as a thoroughfare, on the one hand, and the business of the applicant, on the other, the Board's discretion must be exercised in refusing the application; but judgment was reserved, to enable the Board's Engineer to examine the locus, with a view to ascertaining whether or not the siding required could not be constructed from the north, so as to obviate any crossing of St. Clair avenue.

This view has been had, and it is not only possible, but entirely feasible to provide siding accommodation from the north.

The only apparent objection to the construction from the north instead of from the south would seem to be that siding accommodation could not be extended with a view to future industrial development as efficiently and economically.

The importance of St. Clair avenue is entirely sufficient however, to justify whatever inconvenience or loss to the railway the construction of the siding from the north may entail.

The applicant's premises can be served by the construction of a spur running to any point 500 feet north of St. Clair avenue. No explicit directions, however, are now given as to the spur.

The Grand Trunk Railway Company will be required to file a plan showing siding accommodation for the applicant connecting with its railway at a point north of St. Clair avenue. Should any differences arise on this plan, the matter can then be better dealt with by the Board than on the present plan submitted.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

IN THE MATTER OF UNMARKETED AND UNSTORED GRAIN IN THE SO-CALLED GOOSE LAKE DISTRICT, SERVED BY THE LINES OF THE CANADIAN NORTHERN RAILWAY COMPANY, AND THE TRANSPORTATION THEREOF.

Judgment, Chief Commissioner DRAYTON, March 4, 1916:

The Board is advised that Bill No. 47, as passed by the House of Commons, March 1, 1916, has been adopted in the Senate without amendment.

The duty is cast upon the Board, in view of the admitted congestion in the Goose Lake district, to take immediate action under it.

There is no issue whatever which requires the taking of evidence or the consideration of any submissions as to the facts.

In co-operation with the Grain Board, the Railway Board has had the question of the movement of grain up with the different railways from time to time.

The first complaint as to the situation in the Goose Lake district was made in October, and the matter was then taken up by the Board's Inspector with Mr. Murphy and Mr. Brown, of the Canadian Northern Railway Company; and, on the 6th of November, Mr. MacLeod, the general manager of the railway, was telegraphed that at

that time the elevators were already largely filled, if not to capacity, and his personal attention and distribution of cars was required. On the 8th of November, Mr. MacLeod wired that he expected to send in the next 24 hours 250 empty box cars to Goose Lake points; and on the 9th he was advised that, while that supply would help the situation, from the information on hand it would take more than this to really catch up, and that particular attention should be given to the demands of the district, owing to the fact that storage capacity had been practically all taken up, leaving an immense amount of grain which at that time could neither be stored or forwarded.

On November 15, the Board's Inspector advised that the railway company had supplied in the district in question from November 8 to 13, inclusive, 204 cars, leaving, however, still a shortage in the district of 1,500 cars. The Board's Inspector continued to press for a larger delivery.

The Board sent its Chief Operating Officer, Mr. Spencer, to the West, with instructions to see that everything was done that possibly could be done by the railways to facilitate the movement both of empty and of loaded cars.

Early in January the line was blocked by snow, and the haulage of wheat practically stopped. As it became necessary for the Board to concentrate its whole energy in seeing that districts in the West, many of which were suffering from an acute shortage of coal, should be supplied with coal at the earliest possible moment, considerable time was lost in connection with this matter. Weather conditions were very unfavourable—the extreme cold occasioning a scarcity of water along the whole line, and rendering it very difficult to get any proper service from locomotives.

In addition to local difficulties, the situation was further complicated by embargoes, which largely obtained from time to time practically at all American ports from which grain could be exported, and to a limited extent to movements to St. John.

While in the West, Mr. Spencer took up with the company's manager, Mr. Warren, the question of the amount of grain which the company had yet to handle.

The figures given by Mr. Warren to Mr. Spencer applicable to the Goose Lake district, which includes not only the line from Saskatoon to Calgary, but also the Delisle-Elrose branch, show that the company estimated that thirteen million bushels of wheat and two million bushels of other grain remained still to be hauled from the district. Mr. Warren's estimate showed that the grand total of grain yet to be hauled by the company amounted to eighty-nine million bushels.

In response to a wire as to the situation in this connection, Mr. McLeod wired the Board on February 15 that wheat shipments had been made since the estimate so as to reduce the amount of wheat still left in the district to 11,732,000 bushels, and 1,945,000 bushels of other grain, or a total of 13,677,000 bushels of grain in the Goose Lake district requiring transportation.

I am of the opinion that the company did its best to move the crop during the past season. It gave the Goose Lake district every consideration that it could bearing in mind the demands of other districts served by its system. It can do no better now, and it is doubtful if it can do as well.

The company's estimate was confirmed by Mr. Sclanders, the secretary of the Saskatoon Board of Trade, who at the commencement of the movement wrote drawing the Board's attention to the situation in the Goose Lake district, and who since advised that a conservative estimate of grain still to be hauled out of the Goose Lake district would amount to 60 per cent of the crop.

The attitude of the Grain Commission is entirely to the same effect. Indeed its figures as to the grain available somewhat exceed those of the company. The fact of congestion and danger of deterioration and loss of grain has also been endorsed by the Honourable Mr. Motherwell, Minister of Agriculture for Saskatchewan, and by a deputation of those interested in the district, headed by Mr. McColl, of Chinook, subsequently reinforced by the Honourable Mr. Marshall, Minister of Agriculture for Alberta, and Mr. Buchanan, M.P.

No useful object can be served by an inquiry, resulting as it would in delays and defeating the object of the Bill. The company admits the situation. There can be and is no doubt as to it or its urgency.

An Order should now go carrying into effect the recent legislation, and requiring the Canadian Northern Railway Company to forthwith place 1,200 grain cars in the Goose Lake district and 36 locomotives. These cars and locomotives must be retained in that district until further order, and be employed in carrying grain either to the terminal elevator at Saskatoon and there making deliveries, or to transfer tracks at Saskatoon, whereby connection is made between the lines of the Canadian Northern and those of the Grand Trunk Pacific.

The Order will also require the Grand Trunk Pacific Railway Company, which has at the present time idle cars and locomotives in the West, to use all available cars and locomotives in taking grain from the Saskatoon elevator to eastern points.

In so far as deliveries are made by the Canadian Northern into the elevator, there is no difficulty whatever in the company keeping these cars in the districts and immediately returning them. In so far as deliveries are made to transfer tracks, the Grand Trunk must in return for each car transferred supply the Canadian Northern an empty box car in lieu thereof, so that at least 1,200 grain cars will be at all times engaged in the movement.

As already intimated, the movement will continue until further Order. This Order will not go until such time as the Grain Commission advises that there is no longer danger of loss of unstored and unprotected grain in the district, or until such time as the Saskatoon elevator has been filled and the Grand Trunk is unable to remove from the transfer tracks grain carried by the Canadian Northern from the district.

The companies are required to agree as to the proportionals of the rate, which must not be increased. The proportionals should be such as will give the Canadian Northern an increase over the ordinary rate per mile which a pro rate on the through movement would yield over the Canadian Northern mileage into Saskatoon.

These proportions are to be agreed to within a week; and, in the absence of agreements arrived at between the parties by that time, will be then settled by the Board on such advice and submissions as either railway company desires in the meantime to submit.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

APPLICATION OF THE CANADIAN NORTHERN RAILWAY COMPANY UNDER SECTIONS 317 AND 334 FOR AN ORDER DIRECTING THE GRAND TRUNK RAILWAY COMPANY TO INTERCHANGE FREIGHT TRAFFIC WITH THE CANADIAN NORTHERN RAILWAY COMPANY AT NORTH BAY ON AN EQUALITY WITH THE CANADIAN PACIFIC RAILWAY COMPANY.

Judgment, Chief Commissioner DRAYTON, March 9, 1916:

This application was heard at a sittings of the Board held in Ottawa on January 25, 1916, Hon. F. H. Phippen, K.C., appearing for the Canadian Northern Railway, and W. C. Chisholm, K.C., for the Grand Trunk.

The questions involved are of great importance to the companies interested, the Grand Trunk being particularly desirous of maintaining its traffic connections afforded by the Temiskaming & Northern Ontario from North Bay to Cochrane, by the Transcontinental from Cochrane to Winnipeg, and the lines of the Grand Trunk Pacific from Winnipeg west; and, apart from any other consideration, the Grand Trunk is, of course, interested, and vitally interested, in the future of the Grand Trunk Pacific.

On the other hand, the Canadian Northern is equally interested in transferring freight to Grand Trunk points in Ontario at such a point as will enable it to get the benefit of the long haul on the traffic that it originates, and to obtain its share of the benefit of Grand Trunk construction in Ontario, and to be able to compete with other western carriers for traffic originating on lines of the Grand Trunk in that district.

The section particularly relied on by Mr. Phippen is Section 317, and in particular Sub-sections 1, 2 and 4. The sections read as follows:—

> "All companies shall, according to their respective powers, afford to all persons and companies all reasonable and proper facilities for the receiving, forwarding and delivering of traffic upon and from their several railways, for the interchange of traffic between their respective railways, and for the return of rolling stock.
>
> "2. Such facilities to be so afforded shall include the due and reasonable receiving, forwarding and delivering by the company, at the request of any other company, of through traffic, and, in the case of goods shipped by car load, of the car with the goods shipped therein, to and from the railway of such other company, at a through rate; and also the due and reasonable receiving, forwarding and delivering by the company, at the request of any person interested in through traffic, of such traffic and through rates.
>
> "4. Every company which has or works a railway forming part of a continuous line with or which intersects any other railway, or which has any terminus, station or wharf near to any terminus, station or wharf of any other railway, shall afford all due and reasonable facilities for delivering to such other railway, or for receiving from and forwarding by its railway, all the traffic arriving by such other railway without any unreasonable delay, and without any such preference or advantage, or prejudice or disadvantage as aforesaid, and so that no obstruction is offered to the public desirous of using such railways as a continuous line of communication, and so that all reasonable accommodation, by means of the railways of the several companies, is, at all times, afforded to the public in that behalf."

And counsel contends that the mere fact that North Bay is the terminus of the Grand Trunk makes the statute absolutely applicable and entitles the applicant company to an Order as asked, as a matter of strict right.

Mr. Chisholm argues that where there are satisfactory joint rates and joint routes in existence, no other route should be ordered against the protests of a participating carrier, or at the instance of a company which desires resultant greater revenue.

He attacks the financial stability of the Canadian Northern, relying on the action of the Interstate Commerce Commission in declining to force railway companies to have traffic relations with other railways whose stability they did not recognize; and relies on the Board's decision in the case of the Great Northern against the Canadian Northern 11 C.R.C., page 425.

The result of Mr. Chisholm's objections is that the interest of the public must be established before any effect can be given to the application.

The submissions of the Quaker Oats Company showed that the shortage of grain at Peterborough from which they were suffering was ample justification to require the acceptance of Canadian Northern traffic by the Grand Trunk. Order No. 24698 was, therefore, made at the hearing, directing the Grand Trunk to concur in joint freight tariffs which were to be forthwith published and filed by the Canadian Northern, applicable on grain and grain products in carloads from Port Arthur, Fort William, and Westfort to Grand Trunk stations via North Bay, Ont.

A direction was also made that the joint rates were to be the same as those published and filed by the Canadian Pacific from points of shipment to the same destinations, and the grain to be carried was to be accorded milling-in-transit privileges pertaining to shipments received by the Grand Trunk from the Canadian Pacific.

Mr. Chisholm desired the opportunity of taking the question up with the National Transcontinental and the Temiskaming & Northern Ontario Railways; and judgment was reserved on the general issue.

No public interest was established at the hearing in any movement except that of grain and grain products from the west to the east, with the result that the main question, as presented for consideration, is supported by the requirements and interests of the Canadian Northern itself.

Interchange tracks exist between the Canadian Northern lines and those of the Grand Trunk Pacific, the connecting carrier of the Grand Trunk, at different points west of Winnipeg. None of these need be considered. There are also such interchange tracks in Winnipeg and Fort William. The Grand Trunk itself can interchange traffic at North Bay through the interchange tracks of the Temiskaming & Northern Ontario. There are also interchange tracks available to the Grand Trunk and Canadian Northern at James Bay Junction, and different points in Southern Ontario which are not necessary to mention.

So far as the facilities for interchange are concerned, no issue is now raised. The question is as to extending their use and the publication of joint tariffs which will render the movement possible.

An application involving somewhat similar principles was the Muskoka Rates Case. The application there was made by the Canadian Northern against the Grand Trunk and Canadian Pacific Railway Companies, and was made under the same sections as those here invoked.

The application there was an application compelling the Grand Trunk and Canadian Pacific to issue through tickets at through rates from all points on their lines to all points on the Canadian Northern by any junction the passenger wished to take.

The underlying reason of the application was the fact that much of the Muskoka business came through Buffalo and points west of Toronto. The Canadian Northern Railway Company had a line serving the Muskoka district, but being without any western connections, had no opportunity of obtaining any of the Muskoka business originating west of Toronto.

The late Chief Commissioner Mabee, in his judgment dismissing the application in so far as traffic having its origin at Grand Trunk and Canadian Pacific points was concerned, says:—

> "It does not seem to be a reasonable proposition that one railway company should be at liberty to use the Act for the purpose of diverting to its line traffic that has been originated only at great expense and trouble by another railway or other railways, without at least showing a great preponderance of convenience to the public. It must be borne in mind that this application comes from the railway company, and no evidence was given that any inconvenience was being caused to the public from existing conditions, or that there would be any appreciable advantage to the public if the change asked for was granted; and that the change would be for the pecuniary benefit of the applicant railway company is not of itself any sufficient reason for granting the application. Under Section 317, the facilities to be afforded are to be reasonable; the preference or advantage that would be given, or the delay or difference in treatment that may be permitted, is not to be unreasonable; so it is apparent that the whole section is intended to provide for the establishment of fair and reasonable business relations. Is it fair that the applicant should be permitted to make use of the Act to divert from the lines of the Grand Trunk and Canadian Pacific railways at Toronto the tourist traffic that the last-mentioned railways have spent years in developing? That this would be to the advantage of the applicant is clear, but it has not been shown that the public is to any appreciable extent interested. I agree with the argument of the applicant that the physical situation of the railways falls within Sub-section 4; but it has not been shown that any 'obstruction is offered to the public desirous of using such railways as a

> continuous line of communication.' I do not agree with the contention that existing conditions must be changed merely because a few and inconsiderable number of people might desire to change at Toronto to the applicant's lines; and I cannot regard it as reasonable or proper that railways should, in the application of this section, be put to serious loss and inconvenience when it is apparent that the real object of the application is not to offer greater facilities to the public, but to enhance the earning powers of the applicant's lines."

This authority was followed by the Board in the Fort William coal case and its principles applied, the Board there stating that its powers under the Railway Act should not be used to divert traffic from the lines of one company to those of another without any benefit to the public.

Mr. Phippen distinguishes the coal case, on the grouud that no revenue to the Grand Trunk would be sacrificed, this being the terminus of its line.

While this in one sense is undoubtedly true, as it occurs to me, the Statute makes no difference as to the duties of the companies to provide facilities and joint routes at terminal points as against other points on their systems proper for that purpose.

In any event, however, the effect of these decisions, establishing as they do the manner in which the Board in the past has construed the Statute, is entirely against the contention advanced on behalf of the applicant that the terms of the Statute itself compel railway companies to afford to all persons and companies at all points where an interchange is capable of being made, interchange facilities and joint rates covering any possible movement that might be made over the interchange.

It is, of course, obvious that if the Board could refuse an application under the Section because the objecting company would lose revenue thereby, that the application could be refused on other grounds and that the question is one requiring the exercise of the judicial and discretionary functions of the Board.

It would not be just to the Canadian Northern to refuse the present application, or to carry the principles on which the Muskoka Rates and Fort William Coal cases were adjudicated to their logical conclusions.

There are other questions which must be considered. The rule established by decisions of the Board that the initiating company is entitled to the benefit of the long haul would be entirely disregarded if the application was dismissed in so far as the Canadian Northern is concerned. The effect would be that the Canadian Northern would be obliged to hand over to the National Transcontinental at Winnipeg or to the Canadian Pacific at Port Arthur all traffic originating on its lines in the West destined to Grand Trunk Ontario points intermediate to the transfer tracks at Toronto. The business of the Canadian Northern is entitled to just as much consideration as is the business of the Grand Trunk.

It is necessary for the Board, however, to determine some principle on which these interchange tracks and through rates are to proceed.

The Statute calls for reasonable and proper facilities for the interchange of traffic and for the return of rolling stock. With the large amount of regrettable duplication of railways, it certainly would not be either reasonable or proper that such interchange tracks, involving as they do at least some cost in every instance not only for construction but also for maintenance and operation, should be installed at every point possible; and, if joint rates had to be filed as and when such possible interchange tracks were put in, the only result would be to absurdly duplicate tariffs and add to the cost of railway operation without any resultant benefit to traffic conditions.

North Bay is a point at which the Grand Trunk should interchange traffic with the Canadian Northern. It is also a point of interchange calling for the establishment of joint rates, bearing in mind the general principle that the initiating carrier is entitled to the long haul on its lines, subject to the limitation, which will be rigidly enforced that the resultant joint route is reasonable and practical and involves no back-haul on increased cost to the public.

It occurs to me that in considering the matter of haul, the Grand Trunk and Ontario and Dominion Government lines should be considered as one route.

No formal direction should now be made as to the exact principles on which the joint rates are to be put in. The parties must have an opportunity of making any submissions they desire upon that point; and, in case the bases of division and territories are not agreed to within a fortnight, a hearing will be had at the request of either of the parties to the issue, and the matter determined.

So far as divisions are concerned, the Canadian Northern offered to accept the existing divisions between the Grand Trunk, Temiskaming & Northern Ontario, and Transcontinental. This offer would seem to me to be fair and should be adopted unless sufficient cause to the contrary is shown.

Assistant Chief Commissioner Scott concurred.

DEMURRAGE CHARGES ON PRIVATELY OWNED CARS ON PRIVATE SIDINGS.

Judgment, Assistant Chief Commissioner SCOTT, March 10, 1916:

The Board have been asked to give a ruling on the application of Car Service Rule No. 12 to the following facts.

The Nichols Chemical Company, Limited, of Toronto, owns a number of private cars specially constructed for the transportation of acids. The railway companies pay three-quarters of a cent per mile hauled to the owners of such private cars for the use of the cars. It is contended by the company that the tank cars used for the transportation of acids are different from any other class of cars in that the unloading connections often become corroded and buyers are unable to unload without the assistance of the shippers. The consignees have sometimes to send to the chemical company for men to repair the outlet pipes, they being afraid to allow their own men to make the necessary repairs on account of the nature of the material. The chemical company is, therefore, agreeable to leave its cars with consignees till they can be conveniently unloaded. The cars are unloaded on the private sidings of the consignees.

It was contended by the chemical company that its cars were leased to its consignees till released by the consignee after being unloaded, but I have been unable to get evidence in substantiation of that statement. Where delays over the free time have occurred in unloading, the railway companies have charged the consignee demurrage.

Rule 12 of the Canadian Car Service Rules is as follows:—

> "When both cars and tracks are owned by the same private party, no car service tolls shall be charged."

These cars are not owned by the consignee and therefore are not exempt under this rule from the usual demurrage charges.

The object of the car service rules is not to secure additional revenue for the railways so much as to bring about the prompt release of cars so that they may be available for other shipments. This applies to privately owned cars as well as cars owned by railway companies.

If the contention of the Chemical Company that more free time is required for the unloading of these cars because of the liability of the outlet pipe to corrode is to be pressed, then its application should be to amend the Car Service Rule accordingly.

I think on the present application the parties might be informed that Rule 12 does not exempt the consignees of the Chemical Company from the payment of demurrage.

Deputy Chief Commissioner Nantel and Mr. Commissioner Goodeve concurred.

COMPLAINT OF THE NANAIMO BOARD OF TRADE AGAINST THE PROPOSED NEW CANADIAN PACIFIC RAILWAY TARIFF WHICH ELIMINATES NANAIMO AS A TERMINAL FREIGHT-RATE POINT.

Judgment, Chief Commissioner DRAYTON, March 16, 1916:

Nanaimo for many years has had the benefit of coast terminal rates. This benefit has been taken from it.

As the lower rate was of course entirely out of line and lower than rates fixed as reasonable for the service, the difficulty of ordering the company to restore the old rate was obvious.

On the other hand, there is no doubt that more or less inconvenience and sometimes real hardship results from changes in rates; and judgment was reserved, so that the matter could be looked into with a view to ascertaining whether or not the Board could consistently order a restitution of the rate.

I am unable to find any ground on which such an Order could be based.

The principle that a railway may meet water competition or not just as it pleases is of general acceptance and so well known that it need not be emphasized.

If the railway does not choose to meet the water competition, the Board's whole right to interfere with the rate is confined to a case where the rate as charged is unreasonable for the service rendered.

It is impossible to say that such is here the fact.

It appears that the Canadian Pacific for years maintained its car ferry at Ladysmith, giving Nanaimo terminal coast rates involving a rail movement from Ladysmith to Nanaimo of 14 miles without charge.

The Ladysmith facility was not owned by the company, and in view of the transfer charges which were being exacted, the Canadian Pacific now runs its car ferry to Esquimalt.

The rail haul from Esquimalt to Nanaimo is 69 miles. The result is that to give Nanaimo the benefit of the terminal rate, the Board must say that the Railway Company shall carry Nanaimo shipments 69 miles for nothing.

Of course, if the Railway Company was performing a similar service for nothing for a similar or considerable distance, the Board could order that Nanaimo should get the benefit of this 69 mile haul for nothing, on the ground of discrimination. Such is not the case. The only points enjoying terminal rates being Esquimalt and Victoria, and as Esquimalt, of course, adjoins Victoria, there is no discrimination; and no order can be made.

Judgment, Mr. Commissioner MCLEAN, March 16, 1916:

Complaint is made that effective April 8, 1915, Nanaimo commodity rates from Eastern Canada were increased, by adding thereto an arbitrary of 5 cents per 100 pounds on car lots and 10 cents per 100 pounds on less than car lots, as compared with Vancouver rates. The tariff history in regard to Nanaimo appears to be as follows, as far as it is disclosed on the Board's files: The first Transcontinental tariff shown in the files is one effective January 23, 1904. This showed Victoria and Nanaimo taking terminal rates, no basis being given for other points on the Esquimalt and Nanaimo Railway. The cancelling tariff, which was effective May 6, 1907, showed Victoria and Nanaimo as taking terminal rates, and certain other points on the E. and N. railway taking an arbitrary of 5 cents per 100 pounds in the case of car lots and 10 cents per 100 pounds on less than car lots over these rates.

As has been indicated, on April 8, 1915, Nanaimo was taken out of the list of terminal points receiving commodity rates. The situation is that Victoria and Esquimalt are now the only points on Vancouver Island which are receiving the same terminal rate as Vancouver and the other mainland terminal points in British Columbia.

Since September 1, 1914, class rates have been in effect on the E. and N. Railway on shipments from points in Eastern Canada, which supersede the class rates formerly

shown in the Transcontinental tariffs. These class rates provide a higher basis to E. and N. Railway points, including Victoria, than applies to Vancouver.

At the hearing, the applicant stated that the geographical situation of Nanaimo was such as to entitle it to be a distributing point for Vancouver Island for all commodities shipped over the Canadian Pacific Railway. It was contended that it was more advantageous to the railway company to deliver goods to Nanaimo, as this cut out an additional rail haul; and it was stated that with the opening up of the Esquimalt and Nanaimo Railway to Courtenay and Alberni, Nanaimo occupied a much better situation as a distributing point than Victoria.

The railway company dealt with the matter as being one concerned with water competition alone. It was stated that the rates to Vancouver and Victoria from Eastern Canada were made in competition with the water rates; and it was set out that the railway companies might exercise their own discretion as to whether this competition should or should not be met.

It was stated that the competition at Nanaimo was of a different character from that at Vancouver and Victoria. There were no direct sailings via Panama to Nanaimo. The tonnage handled to Nanaimo via ocean vessels was pointed out as being much less than to Victoria.

As to the contention that Nanaimo had an excellent position from the standpoint of distribution, the railway company treated this as a matter which had not so far been proven by results.

It was admitted by the railway company that the freight movement into Nanaimo was not relatively less than it had been hitherto. The representative of Nanaimo stated that the ships calling at Nanaimo did not handle full cargoes for that port. He quoted the Custom House officials as saying that three-quarters of the foreign shipping touching Nanaimo had not called at Vancouver or Victoria, and that one-quarter of the foreign shipping calling at Nanaimo was not entered at Nanaimo, because it had first touched at Vancouver or Victoria. The statement submitted by him shows the following information as to vessel movements:

Arrived Foreign.

Year.	No.	Tonnage.
1910	338	297,516
1911	320	243,123
1912	375	291,308
1913	169	86,290
1914	329	206,025

The falling off in the years 1913 is explained by the fact that it was the year of the strike.

The following figures as to the coastwise tonnage arriving were also submitted:—

Arrived Coastwise.

Year.	No.	Tonnage.
1910	2,663	667,705
1911	2,540	769,213
1912	3,078	746,597
1913	1,939	643,498
1914	2,296	659,829

A statement from the Customs Department as to the entries at Nanaimo direct from foreign ports was also filed. As already pointed out, it was stated that full credit was not given to Nanaimo on account of the fact that a considerable portion of the entries came indirectly through such ports as Vancouver and Victoria. The figures given showed the following summaries for tonnage entered:—

1910	7,319
1911	4,443
1912	9,126
1913	7,356
1914	5,282

The material question is the effect of water competition. The Board has on many occasions set out the effect of this on rates. The rulings hitherto made by the Board are *set out in summary form in Blind River Board of Trade v. Grand Trunk, Canadian Pacific Railways, Northern Navigation and Dominion Transportation Co's., 15 Can. Ry. Cas., 146.* Therein, at page 156, in referring to the fact that a rate based on water competition had for a time been operative at Blind River and thereafter removed, the following language was used:—

> " . . . this in no way limits the right of the railway to take out this rate when the water competition becomes less effective, or even when the railway no longer desires to meet it."

It is the privilege of a railway company, in its own interest, to meet water competition. The railway company is not under obligation to meet water competition unless it so desires. *Canadian Oil Co's* v. *Grand Trunk, Canadian Pacific and Canadian Northern Ry. Co's., 12 Can. Ry. Cas., 361.*

Canadian Pacific Railway tariff No. E-2994, issued April 15, 1915, effective June 1, 1915, sets out terminal rates as well as the points to which the arbitraries of 5 cents and 10 cents over terminal rates, as above referred to, apply. This tariff carries an extensive list of commodities extending from advertising matter to telephone wire and electric light cables, covering in all some 1,044 items. It also carries a table of special commodity rates covering some 108 items.

The statement filed by applicant at the hearing showed the following detail from the Customs Department, as to the nature of the inward tonnage by the vessels already referred to:

1914.

2,090	tons	fuel oil, in 5 separate shipments.
600	"	nitrate.
914	"	salt, in 3 shipments.
52	"	distillate.
34	"	wood-pulp.
125	"	barley, wrapping paper, flour, apples.
235	"	coal (bituminous).
50	"	barley.
84	"	general freight, apples, blacksmith coal.
42	"	paper, glycerine.
37	"	glycerine.
9	"	nitro-cellulose.
6	"	wheat.
4	"	general freight.
4,282	"	

It is impossible accurately to check this against the list of commodity articles, on account of the bulking of various articles in one item, *e.g.*, " General Freight, Apples, and Blacksmith Coal." But taking all items, any one of which carries a commodity rate under the tariff, we have the following items to be considered: salt, barley, wrapping paper, flour, apples, general freight, blacksmith coal, paper, and glycerine; these giving a total of 1,169 tons, or 27 per cent of the tonnage represented. As already explained, certain of the items bulked under general descriptive items are not covered by commodity rates, *e.g.*, blacksmith coal, glycerine.

A more extensive list is given for the year 1913:

2,498	tons	fuel oil, 9 separate shipments.
500	"	nitrate.
650	"	nitrate.
2,403	"	salt, 7 shipments.
102	"	hay.

40	"	wood-pulp.
24	"	paper.
60	"	fruit and rough lumber.
20	"	wood-pulp.
17	"	fruit.
35	"	gasolene.
42	"	coal.
850	"	nitrate.
29	"	fruits, etc.
150	"	hay.
34	"	paper.
50	"	barley.
12	"	fruit, etc.
40	"	wood-pulp.
7,556		

Subject to what has been set out under the previous table, the items of salt, paper, fruit, and rough lumber may be set out as being covered by items in the commodity tariff. These give a total of 2,617 tons, or 33 per cent.

It is stated that in the years 1910, 1911, and 1912, for which no detail statistics are furnished, there was a considerable amount of cement brought from San Francisco and hay from Puget Sound points. Neither of these articles is covered by commodity rates.

It has already been pointed out that applicant claims that the entries at Nanaimo are not sufficiently characteristic, in that a very considerable portion of the business carried to Nanaimo by ocean tonnage does not go direct to Nanaimo but goes via either Vancouver or Victoria. This is equivalent to saying, however, that on a considerable portion of the business either ocean competition is not effective, or in so far as it is effective it is reflected in the Vancouver rate or in the Victoria rate. The tables supplied show that the direct waterborne traffic to Nanaimo is for the most part composed of heavy and bulky goods, for the greater part of which the railway company does not compete since it does not carry the items in its list of commodity rates from eastern Canada.

The railway company pleads that there has been an increase in ocean competition since the opening of the Panama Canal, and that Nanaimo is not in a direct line of such competition as are Vancouver and Victoria. It is stated, further, that vessels by the Panama route are not plying direct to Nanaimo.

Nanaimo has had the advantage of the terminal rate for a long time. When Nanaimo was granted the same terminal rate as Victoria, no doubt there were differences between these points in respect of ocean tonnage and water competition. No doubt ocean competition has varied from time to time, but the railway company saw fit to disregard these factors, as well as the factor of additional distance, and to maintain these two points on a parity.

Normally, where water competition is not a controlling factor, it has been recognized that where a rate has been in existence for a considerable period of time the continued duration of the rate is a factor for a regulative tribunal to consider.

The situation in connection with water competition is different. It is open to a railway company to compete with water transportation or to refrain from it; and so, notwithstanding the fact that a rate adjustment whereunder Nanaimo had the advantage of a terminal rate has existed for a long period of years, the railway company is entirely within its rights, under the Railway Act, in abrogating this arrangement. It may be that with increasing water competition, the railway company may decide to re-install the terminal rate; that is a matter within its discretion. The Board having no power to compel a railway company to meet water competition has no power to compel it to install a terminal rate, nor has it power to compel it to continue a terminal rate which the railway company has already established and desires to take out.

COMPLAINT OF MESSRS. HUNTING-MERRITT LUMBER CO., VANCOUVER, B.C., AGAINST REFUSAL OF THE BRITISH COLUMBIA ELECTRIC RAILWAY CO. TO HANDLE CARS WHEN SUCH CARS ARE TO BE DESTINED TO OR FOR FURTHERANCE VIA GREAT NORTHERN OR NORTHERN PACIFIC RAILWAYS MAKING IT IMPOSSIBLE FOR THE COMPLAINANTS TO GET EQUIPMENT TO LOAD AT THEIR MILL AT EBURNE, B.C., OTHER THAN CANADIAN PACIFIC RAILWAY.

COMPLAINT OF THE HUNTING-MERRITT LUMBER COMPANY, LTD., OF VANCOUVER, B.C., ET AL, REGARDING 1 CENT PER 100 POUNDS OVER VANCOUVER RATES WHICH COMPLAINANTS HAVE TO PAY ON SHIPMENTS OF LUMBER AND SHINGLES MOVING FROM EBURNE TO POINTS IN CANADA AND THE UNITED STATES.

Judgment, Mr. Commissioner McLEAN, March 28, 1916:

Complaint is made regarding the existing rate basis on shipments of lumber and shingles from Eburne, B.C., to points in Canada and the United States. The rate basis complained of is one whereby the rate from Eburne is one cent over the Vancouver rates. The application which was launched by the Hunting-Merritt Lumber Company of Canada was supported by the Lulu Island Shingle Company, Limited, the Eburne Saw Mills, Limited, Canadian Cedar Lumber Company, and the Schull Lumber & Shingle Company.

The mill of the Hunting-Merritt Company is situated on the Lulu Island Branch of the British Columbia Electric Railway. The Vancouver & Lulu Island Railway, which is referred to, is owned by the Canadian Pacific, but is leased to the British Columbia Electric Railway Company. The mill of the applicant at Eburne is 10½ miles from Westminster. The Schull Lumber & Shingle Company's mill is at Boundary Road, 5½ miles from Westminster. The traffic is delivered to the Canadian Pacific at Abbottsford, 45 miles from Boundary Road and 50 miles from Eburne.

The applicants complain of having to pay higher rates than are charged to the mills in Vancouver, Victoria, Seattle, Everett, Tacoma, and Portland. As to the rates charged, the mills in Seattle, Everett, Tacoma, and Portland are on lines over which the Board has no jurisdiction.

The comparison, if any, must be made with Vancouver or Victoria.

It is, further, claimed by the applicants that they can ship from points on Vancouver Island to Toronto at a less rate than from Eburne. The shipments from Vancouver Island, however, pay 1½ cents over the Vancouver rate. Various points above mentioned by the applicants to which coast rates are given are subjected to competition, and the Canadian Pacific meets at these points the rates of the Great Northern and Northern Pacific.

The Board has recognized in various cases that a slightly higher rate basis is justifiable from branch line and lateral line points than from adjacent main line points. *Almonte Knitting Co.* v. *C.P.R. and M.C.R. Co.'s 3 Can. Ry. Cas., 441; Malkin Sons* v.*G.T.R. Co. 8 Can Ry. Cas., 183*; *Complaint of Herbert Oyler, Kentville, N.S., File 14126.3.*

In dealing with the question of lumber rates in British Columbia at various points, the Board in its Orders has directed rates built up on certain arbitraries at basing point rates. The following may be referred to:—

No. 1863, October 13, 1906, from points on the Nelson & Port Sheppard Railway (G.N.R.) at 2 cents over the Canadian Pacific Railway rates from Nelson; G.N. allowed 4 cents for 35 miles, C.P.R. to absorb 2 cents.

No. 20912, November 25, 1913, from Great Northern stations between Vancouver and Westminster at 1 cent per 100 pounds over the rates of the CP.R. from Vancouver; G.N.R. allowed 2½ cents for 8 miles, C.P.R. to absorb 1½ cents.

No. 16225, October 3, 1912, from points on the Vancouver Fraser Valley & Southern (one of the British Columbia Electric properties) at 1 cent over the

Vancouver rates; British Columbia Electric allowed 2½ cents for an average distance of 7½ miles, C.P.R. to absorb 1½ cents.

No. 23332, February 23, 1915, from Western Ontario Power Company's Railway (Stoltze Mfg. Co.'s Mill) at 2 cents over Vancouver; the Power Co. receiving 3 cents and the Canadian Pacific Railway absorbing 1 cent.

As above indicated, the Board by its Order 16225 of October 3, 1912, directed that from points on the Vancouver, Fraser Valley and Southern Railway the rate of 1 cent over Vancouver rates should apply. The Vancouver, Fraser Valley and Southern Railway Company being under Dominion charter is subject to the Board's jurisdiction. The average distances to which this 1 cent arbitrary applied are substantially the same as in the present application, and the rate bases which the Board directed for the Vancouver, Fraser Valley and Southern have been voluntarily applied by the railway to shipments from the Lulu Island line. The same rate basis also applies from points on the Vancouver, Victoria and Eastern.

On this traffic, the Lulu Island line received 6 cents, of which the Canadian Pacific Railway absorbs 5 cents; that is to say, the Canadian Pacific Railway on this joint traffic earns 5 cents less than on its own traffic from Westminster.

The existing rate basis is in harmony with what the Board found reasonable in its Order 16225, and is in accordance with the general principle which the Board has recognized as properly applicable in the case of branch and lateral line movements of lumber in British Columbia. The adjustment is not unreasonable.

Another phase of the complaint is concerned with the question of car supply. It is stated that the British Columbia Electric refuses to accept Great Northern and Northern Pacific cars for loading from points on the Vancouver and Lulu Island Railway destined to territory in the United States, competitive with the Canadian Pacific and its connections. It is alleged that this is controlled by an agreement between the British Columbia Electric and the Canadian Pacific.

The Hunting-Merritt Company states on account of the demand of its business it is desirous of making use of the 40-foot cars. The Great Northern and Northern Pacific have a supply of 40-foot cars.

The 36-foot car is the standard box car of the Canadian Pacific. The applicants load 300,000 shingles into a 40-foot car, while they can load about 260,000 into a 36-foot car. This car has a minimum of 30,000 lbs., and it will carry on an average 35,000 lbs. A 40-foot car, was stated by Mr. Lanigan to have a minimum of 41,000 lbs.

It is stated by Mr. Merritt that the standard car in shipments to Canada, in general, would be the 36-foot car. The average shipment was stated by Mr. Merritt to be about 34,000 lbs. The witness stated that it was hard to say just what per cent of the business called for a larger car. It would appear that where the larger car is used, it is a question of trade convenience; and it further appears that competitors of the applicants located on the line of the Canadian Pacific are, in general, dependent upon the 36-foot cars.

The evidence shows that the Canadian Pacific furnishes a 40-foot car when it is able to do so, but that the car upon which the main reliance is placed is its standard box car of 36 feet. This is a general purpose car.

Railways are required by the Railway Act to supply adequate and suitable accommodation for the carrying, unloading, and delivering of traffic. The obligations of railways in this respect are, by Section 317, stated to be "according to their respective powers."

Where the railway is called upon to supply a car which is not carried on its equipment register, it is within its powers in supplying a car on its equipment register which is nearest available to the length asked for.

Request of the Kootenay Shingle Co., Ltd., of Salmo, B.C., for a ruling of the Board with reference to claim against the Great Northern Railway Co. on shipment of shingles on which car of size ordered was not supplied by the railway company. File 26018.

While the railway may, when foreign cars, of larger sizes than are carried on its equipment register, are available, furnish such cars, and while the evidence indicates that this is done, the obligations of the railway in respect of supplying cars being as above indicated, the Board has no power to compel it to supply a larger car of foreign equipment.

Chief Commissioner Drayton concurred.

CITY OF VANCOUVER *v.* VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY *re* CONSTRUCTION OF FREIGHT AND PASSENGER TERMINAL AS PROVIDED BY AGREEMENT, DATED MAY 16, 1910.

APPLICATION OF THE VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION CO. FOR APPROVAL OF REVISED PLAN SHOWING FREIGHT AND PASSENGER TERMINAL (VANCOUVER DEPOT) AT VANCOUVER.

Judgment, Chief Commissioner DRAYTON, March 31, 1916:

Application was made by the City of Vancouver under Section 26a, for an Order directing the Vancouver, Victoria and Eastern Railway and Navigation Company to commence the construction of its freight and passenger terminal as provided by the agreement made between the city and the company and dated May 16, 1910.

The application was heard at the sittings of the Board in Vancouver on June 1 and 2, 1915, and Order No. 23881 was made.

Under this Order, the company was directed to submit for the approval of the Board within six months, detail plans showing the new location, the work to be completed by the first day of June, 1917. The company was also directed to proceed forthwith with the filling necessary for the purposes of construction.

Detail plans of the station and facilities were filed with the Board in due course; and, on December 23, 1915, Order No. 24539 was issued approving these detail plans.

On February 10, 1916, the company wrote stating that the city had requested it to move its station 100 feet east from the point shown on the approved plan; and stated that the company was satisfied to make the change, and desired that the existing order should be amended accordingly.

On the 18th of February, Messrs. Pringle and Guthrie wrote on behalf of the City of Vancouver, advising that a resolution had been passed by the City Council on February 17 to the effect that the City of Vancouver apply to the Board for an Order directing the Vancouver, Victoria and Eastern Railway Company to establish the location of the railway company's passenger depot on False creek at a point 375 feet east of the easterly line of Main street. Messrs. Pringle and Guthrie at the same time stated that plans in connection with the application would follow immediately.

On February 29, Mr. Haydon, acting for the company, submitted a revision of the plan, which he stated he understood was in pursuance with the wishes of the City of Vancouver, and asked for the necessary order.

On March 16, Messrs. Pringle & Guthrie filed the plans and descriptions to supplement the application made for the City on February 18.

The plan submitted by the city dealt with other properties and was not a proper plan on which work could well proceed; and Messrs. Pringle & Guthrie were, therefore, written to on March 18 that the only proper plan showing the proposed alterations was the plan submitted by the company, and which the company stated had been withdrawn to give effect to the desires of the city as to the location of the station.

Hon. Sir Charles Hibbert Tupper in the meantime intervened, desiring a rehearing and that the present order should be varied, but that it should be varied by directing the construction of the station at the corner of Prior street and Park lane. Messrs. Pringle & Guthrie were advised that the Board desired to know whether the city wished an order to go on the plan submitted by the Great Northern, the effect of which was to place the station at a point 375 feet back of Main street; and also that the city should state its attitude on the request of Sir Charles Hibbert Tupper.

On March 27, Messrs. Pringle & Guthrie forwarded a telegram from Vancouver reading in part as follows:—

> "Original agreement provided location and station Prior and Park lane. By agreement with company and by order of Board, June 22, 1915, the location of station altered so as to adjoin Canadian Northern Grant further to the south and 300 feet from May street. By further agreement with company location station altered so as to be 75 feet further to the east, southerly boundary of station remaining as specified in order. The city only consents to alteration of plan so far as it respects the location not as regards the construction or layout. Has not consented any further than above specified. If the effect of order asked is only to leave the station on the altered location 375 feet back from Main street and adjoining Canadian Northern grant that will satisfy the city. City desires that application of Sir Hibbert Tupper asking that site of station be changed back to Prior and Park Lane should not be granted."

There was in the first instance, delay in arriving at definite and necessary details as to the construction of the station. Although the agreement was entered into in May, 1910, nothing appears to have been done under it apart from the acquisition of property, some filling in, and the erection of some railway lines, until the city's application in June, 1915, as a result of which the duties of the company as to location, type of station, and construction have been made definite.

It would appear that nothing could be served by a rehearing, and delay in connection with the present application for a change of location would merely delay the construction of the station.

This whole station question is somewhat involved, however, and it is necessary to refer to the documents and the position of the parties.

Paragraph 3 of the agreement of May, 1910, reads:—

> "The Railway Company will construct a union passenger station at or near the intersection of Park lane and Prior street."

In paragraph 6, the agreement proceeds as follows:—

> "The passenger station so to be erected by the railway company shall be designed for a union passenger station so that the Great Northern Railway Company, the Northern Pacific Railway Company, the Grand Trunk Pacific Railway Company, and the Canadian Northern Railway Company, or any other railway company, if they shall hereafter build railway lines into the City of Vancouver, can obtain joint use thereof upon such terms as the Board of Railway Commissioners may deem reasonable, necessary and just, based upon the expenditure made by the railway company in connection with the acquisition of lands fronting on False creek, together with interest and cost of reclamation, and building and cost of maintenance and upkeep of such terminals."

So as to obviate any difficulty in the use of the station as a union station and to provide for the use of the approaches by other railways, paragraph 12 of the agreement is as follows:—

> "The railway company consents to any Order of the Board of Railway Commissioners that may be necessary for the purpose of allowing the lines of

any other railway company to cross their tracks for the purpose of obtaining access to the said union passenger station, or to those portions of the bed of False creek, owned by the city. The railway company admits that circumstances exist which warrant the Board of Railway Commissioners for Canada in making an order under section 176 of the Railway Act regarding the use of its railways from a point in Hastings townsite at or near Still Creek siding to a connection with the union station and to the easterly boundary of the city's property on False creek, and further agrees not to create conditions which will in the opinion of the Board of Railway Commissioners prevent any such necessary order being obtained."

The section 176 in the above paragraph referred to, is the section of the Act which enables the Board to order the use of the tracks, property, etc., of one company by another.

At the sitting, the agreement of February 9, 1911, between His Majesty The King, in right of the province, and the railway company, was filed.

This agreement deals with a similar subject matter to the agreement of February, 1910, changing it in certain particulars, some of which need not be here mentioned.

The question of the station, however, is dealt with by paragraph 2 of the agreement of the Crown, the portion of which pertinent to the present issue reading as follows:—

> "The railway company shall develop, construct, and erect on the north side of False creek within five (5) years from the date of the passage of an Act of the Legislative Assembly of British Columbia confirming this agreement, union passenger terminals and station, at a cost of not less than five hundred thousand dollars ($500,000), such station to be located near the intersection of Park lane and Prior street, in the city of Vancouver. Such terminals and station shall be so designed and constructed as to be suitable for the use of Vancouver, Victoria and Eastern Railway and Navigation Company, and such other railway companies as shall hereafter build railway-lines into the City of Vancouver, or enter over the lines of the railway company, and such other railway companies shall be entitled to the joint use of said terminals and station to the extent of the reasonable capacity thereof, upon the payment of a just and reasonable compensation for said use."

This agreement further provides for joint use by obligating, should the Lieutenant-Governor in Council so desire, the company to provide reasonable and convenient access to its freight yards on False creek, so that other companies may enter the same for the purpose of placing cars on a suitable transfer track to be provided therein, and to allow the freight of other companies to be handled through its freight sheds, and also to allow access by other companies to its freight sheds for the receipt and delivery of the freight of such other company. Other provisions are made providing for joint user which are not necessary to set out.

Both agreements are validated by chapter 55 of the Provincial Acts of 1911—the agreement of the Crown being absolutely confirmed, and the agreement of the city confirmed in all respects, except only as to those matters wherein the agreement is modified or extended by the agreement of the Crown, and the provisions of the agreements are to be taken as if they had been expressly enacted by the validating Act and formed an integral part of the Act.

Under the agreements, the railway company obtained the northern portion of False Creek as is particularly described, and giving a frontage of some 770 feet on Park Lane, the west front; and the railway company is in terms bound to build a union station which will not only provide for its business, but is also to be sufficient to provide for the business of the Canadian Northern Railway Company, which company is specifically mentioned in the agreement.

Notwithstanding the arrangements so concluded, the City, on February 5, 1913, entered into agreement with the Canadian Northern Pacific and Canadian Northern Railway Companies, under which the Canadian Northern acquired the portion of False Creek lying to the south of that obtained by the Great Northern.

Paragraph 11 of this agreement provides for the construction of freight and passenger terminals with all necessary buildings. It reads in part as follows:—

> "The passenger station and buildings shall be modern in all respects and designed to accommodate not only the business of the Canadian Northern Transcontinental Railway system, but also that of all other railway companies which may be permitted to use the terminals as aforesaid. The passenger station shall be a Union Passenger Station, and shall be a building in keeping with the dignity of the City of Vancouver, and shall cost, with its attendant passenger platforms, passenger train sheds, baggage, express and office accommodation which may be provided as part thereof, not less than one million dollars ($1,000,000)."

Paragraph 22 proceeds:—

> "The railway company shall so design and construct the Union Passenger Station, terminals, buildings, tracks, and facilities, in so far as the same are to be located upon the railway property, as to reasonably provide for the use thereof not only by the railway company and the Canadian Northern Railway System, but by such other railway companies (including the Pacific Great Eastern Railway Company) as may require to make use thereof."

The freight facilities are provided for other companies under paragraph 24, while paragraph 25 provides for the handling of freight cars and freight of other railways.

In short, the agreement, so far as railway operation into a union terminal is concerned, covers the ground already carefully covered in the agreement of 1910, and ratified by Statute.

It may well be said to be in conflict with that agreement, as that agreement directly provided for the use of the union station, to be erected by the Great Northern, by the Canadian Northern System.

The agreement of the Canadian Northern, however, is in itself validated by Chapter 76 of the Provincial Statutes of 1913, Section 4 of the Act ratifying and confirming the agreement notwithstanding anything to the contrary in any Act, Statute, or Law contained.

It was under these circumstances that the city launched its application in June, 1915, with a view to having its contract with the Great Northern carried out.

The Board would not be justified in ordering two stations to be built of sufficient accommodation to serve identically the same purpose. No question was raised by the Great Northern as to the necessity of a station of some kind being built. It requires better station facilities in Vancouver, and the public interest demands that they should be afforded. The detail plans submitted and approved are those of the company, and no issue was raised that it has been called upon to do unnecessary work, in view of this subsequent agreement.

Two questions were considered at the hearing—one as to progress, and the other as to the exact location where the station should be placed upon the property the company obtained under the agreement.

Mr. McNeill appeared for the company and stated that he desired an Order erecting the station near the south boundary of the property. He stated that he had served the Provincial Government, the City of Vancouver, and the Canadian Northern Railway Company. The effect of the location that he desired was to place the northerly boundary of the station 600 feet from Prior street.

Mr. Swale, an architect, who had been called by the city, stated that the station certainly ought to be moved; that the whole thing would be better; that it would have many advantages and that the proposed site was a very much better site.

No objection was made on behalf of the city. On the contrary, Alderman Whitesides stated that if there was no delay in making the change in location it was a much nicer location; and that it would be much better for everyone to change it over to the new location.

In view of the agreement of 1913 with the Canadian Northern, there is no doubt that the terminals would present generally a very much better appearance if the two stations were erected side by side, built perhaps upon a common plan or at least with architectural designs which would not clash. In this case also some of the advantages of a joint station and service could be obtained, notwithstanding the two agreements.

Sir Hibbert Tupper has been instructed by certain rate-payers of the city, and particularly by landowners in that part of the city near the intersection of Park lane and Prior street.

He points out that the local property owners had no notice of the application to change the site. This is perfectly true.

He claims that the order was obtained by misrepresentation as to the consent of the city council. It would appear that the city council gave no formal consent. It has since, however, made its positions perfectly plain. Sir Hibbert further claims there was no jurisdiction to make the order.

Beyond all question, the real estate interest of property owners on Prior street would be better served were the station built at the corner instead of at the site which was originally ordered, or where it is now proposed by the city.

I have no doubt that it is more than possible that real estate was bought in the neighbourhood with the expectation that the station would be built and land values greatly increased by its construction, and the increase undoubtedly would be much greater with a station built on Prior street instead of freight sheds.

One of the last matters to be considered in connection with railway terminals is the interests of real estate owners in this block or that. When, for example, it is in the public interest that a station should be moved, it should be moved notwithstanding that this or that hotel or shop may as a result lose business. There is no distinction in this connection between railway activities and those of private companies whose withdrawal from one section of the city to another may or may not work injury to the adjacent real estate interests.

The general public interest, requiring as it does proper and convenient facilities, is the only interest which can be considered.

The adoption of the city's more recent plan of approach to the stations direct from Main street is much better for the general public than the approach by Park Lane, on which the front of the station would be built should the station be erected at the corner of Park lane and Prior street. The city desires that it should be carried further back from Main street than the present location adjoins at the line of Park Lane by placing it some 175 feet further south, and at a total distance of 375 feet from Main street.

Both from the point of view of the city generally and that of the general public the location desired by the city is entirely preferable to the one at the corner of Park lane and Prior street, and is certainly just as good as the site already authorized by the Board.

On the question of jurisdiction, it is quite true that the Provincial Parliament has validated the agreement of the city which calls for the location of the station "at or near" the corner.

It is fundamental that the words of a statute are to be understood in the sense in which they best harmonize with the subject of the enactment and the object which the Legislature had in view. Their meaning is found not so much in a strictly gram-

matical or etymological propriety of language, or even in its popular use, as in the subject or in the occasion on which they are used, and the object to be attained. (Maxwell on Statutes, Third Edition, p. 78. Also Beal's Cardinal Rules of Legal Interpretation, p. 34.)

Authorities may, however, be found for the proposition that the word "near" has the same meaning as "at" or "within".

Treating the word "near" in this sense, it is dealt with as the equivalent of the word "nearest" in the same sense that "next" is also synonymous with "nearest"; so that authority may be found for an interpretation of the agreement which would call for the construction of a station "at or next" to the corner of Park lane and Prior street.

With much deference, I do not think that such authority or interpretation should be followed or applied here.

In the case of Ottawa *vs.* Canada Atlantic Railway Company, 33 S.C.R. 376, it was held that the words "at or near the City of Ottawa" meant "in or near the City of Ottawa", as otherwise the same meaning would be given to the two words.

"Near" is a relative and not an absolute term. The word "at" on the other hand is absolute; and, if the intention of the parties was absolute and that the station must be placed "at" the corner, the words "or near" would not have been used.

The agreement with the Province calls for the location of a station "near" the intersection of Park lane and Prior street.

Apart, however, from all this, the Board is not bound either by the agreements or by the validating statute. The railway company cannot build the station until its location is in the first instance approved by the Board (section 258 of the Railway Act).

The question of the location of the station is entirely a matter for the Board's discretion, which can be exercised irrespective of apparent conflict of agreements and ratifying Acts.

An Order will now go amending the location, as requested by the city and not objected to by the railway company.

Mr. Commissioner McLean concurred.

T. H. TAYLOR AND THE CANADA FLOUR MILLS COMPANY *v.* THE CANADIAN PACIFIC RAILWAY CO. AND THE PERE MARQUETTE RAILROAD COMPANY *re* CHARGES ON SHIPMENTS OF WHEAT FROM AND TO CANADIAN POINTS, MILLED IN TRANSIT AT CHATHAM, ONT.

Judgment, Chief Commissioner DRAYTON, March 31, 1916:

This complaint is made by Mr. G. B. Spence on behalf of the T. A. Taylor Company and the Canada Flour Mills Company. The complaint shows that during the years 1912-13-14 the complainant companies shipped wheat from Goderich and Port McNicoll into Chatham, where the wheat is milled in the complainant's mills, and forwarded at the through rate plus the eastern charge of two cents per 100 pounds for milling-in-transit privilege.

The complaint further shows that the complainants' mills are situated on the tracks of the Pere Marquette Railroad Company in Chatham, but within interswitching distance from the tracks of the Canadian Pacific Railway Company.

Besides the through rate and the charge for the milling in transit privilege, the traffic has been subjected to a further charge made by the Pere Marquette Railroad Company for the service of switching from and to the transfer track and the complainants' mills.

The grounds of the complaint shortly are that a duplicate charge is made, and that the cost of the switching service made by the Pere Marquette should be absorbed by the Canadian Pacific Railway Company; that, in any event, the two charges are

illegal, firstly, because unreasonable *per se,* secondly, being against the tariff requirements of stop-over in effect in the Canadian Pacific Railway Company's tariff, and, thirdly, that in charging both rates a discrimination results as against the complainants' mills and in favour of those situated on the Canadian Pacific Railway Company's tracks.

The complaint was heard at a sittings of the Board held in Toronto on February 22, 1916, when judgment was reserved. Mr. Spence, who appeared for the complainants, relied particularly on the following extract from the Canadian Pacific Railway Tariff No. E-2316, which reads:—

> "The rates herein named apply from and to the docks, stations, or other receiving and delivering points on the lines of this company, or on railways parties to this tariff, or to or from sidings connected with or operated by such railways where the traffic is usually received or delivered, subject, however, to such regulations and charges, if any, for switching and other services that are named there and which may in any wise effect or determine any part of the aggregate of any such privileges or facilities granted or allowed."

and showed that the Pere Marquette Railroad Company was a concurring carrier under the tariff and, therefore, concurring in the provision that the through rate, plus the two cents per 100 pounds for the stop-off at milling points, will be protected, and that as a result that provision must govern and discharge the right of the railway company to collect the extra two cents for Pere Marquette switching.

Mr. Flintoft, who appeared for both railway companies, contended that the construction put upon the tariff by the parties should be taken into consideration, and that, as a matter of fact the traffic had been carried since 1911 at the same charges without any difficulty, which arose entirely owing to the activities of a firm of claim agents, who, he said, worked it out on a 50 per cent basis.

It would not appear that if the complainants had suffered any injury or wrong, reparation should not be made simply because they did not find that fact out for themselves.

The respondents rely on that portion of the tariff provision that the milling in transit privileges applied only on wheat, oats, and barley from Goderich or Port McNicoll, ex-lake, milled at points on the Canadian Pacific Railway. It was also urged in answer to the claim that the Pere Marquette Railway Company was named as a participating carrier, that the tariff put in evidence was a consolidation of two preceding schedules, one of which, C.R.C. No. E-1997, contained, *inter alia,* a ten cent rate from the lake ports to points on the Pere Marquette, Michigan Central, C. W. & L. E., and W. E. & L. S. R. Railways.

In the consolidation, while the rate was omitted, the revision in the list of participating carriers escaped attention, with the result that the companies named are shown as parties to the tariff, although the rate in which they were interested is no longer continued in it.

The complainants' case is based largely on the Pere Marquette Railroad Company's continued appearance in the list of participators. Apart from that fact there does not seem to be much reason why the Pere Marquette switching rate should not apply. The tariff sets out that these rates, plus the stop-over charge of two cents, carry the milling-in-transit privilege on the grains specified when milled at points on the Canadian Pacific and the Galt, Preston and Hespeler Railways and the products reshipped via the Canadian Pacific Railway to points east. Chatham is a point not only on the Canadian Pacific Railway, but also on the Pere Marquette railroad and the Grand Trunk Railway in an individual sense. The Canadian Pacific rate, however, would not include switching charges of other lines, unless so specified in the tariff, or except as affected by the interswitching order.

A somewhat similar case was considered by the Board in 1909. In that instance, the complaining Elevator Company claimed that the switching tolls should at least be absorbed in part under the terms of the General Interswitching Order, and that in no event should the charges be higher than the tolls allowed under that order.

The late chief commissioner, in his decision having reference to the interswitching order, says: "When the provisions of that order were being considered, there was no intention that it should apply except at terminals, and it was never intended to have application to movements required to enable milling-in-transit upon a through rate. The initial carrier becomes entitled to the extra cent per 100 pounds above the through rate for the services performed upon its own line, delay in releasing its cars, and the like, afterwards receiving the grain or product for transmission to its destination at the balance of the through rate. The one cent was required as a reasonable toll for these privileges (in this case stop-over privileges) to the shippers, and it would not be fair to require that carrier to absorb a portion of a switching service performed by an intermediate carrier that might not only dissipate the one cent per 100 pounds, but also the balance of the through rate." (Anchor Elevator Company and Northern Elevator Company *vs.* Canadian Northern Railway Company, File No. 9816.)

In principle, these cases cannot be distinguished. The Canadian Pacific here has to place the cars on the transfer track, where they are lifted by the Pere Marquette engine, and has again to go to the transfer track to take them away. In each instance it performs a switching and sorting service, probably just as expensive as it would be to place the cars on and take them from the private siding of mills on its own lines.

Transfer stop-over privileges and the work and expense incidental thereto do not, therefore, include the interswitching charges which are entailed by taking the traffic from the line of another railway company. The Pere Marquette's switching tariff is properly on file and no complaint is made against it, except to the extent that it is, by the concurrence of the Pere Marquette in the tariff in question, superseded and vitiated, in so far as traffic moving under this tariff is concerned.

Under the circumstances of this case and there being in fact no joint movement, in my opinion the point is not well taken, and the application must be dismissed.

Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve concurred.

IN THE MATTER OF THE CONSIDERATION BY THE BOARD OF THE APPLICATIONS OF THE TELEGRAPH COMPANIES FOR APPROVAL OF THEIR TARIFFS OF TOLLS WITHIN THE TERRITORY WEST OF SUDBURY, ONT., AND BETWEEN POINTS EAST OF SUDBURY AND POINTS WEST THEREOF IN BOTH DIRECTIONS; AND OF THE APPLICATIONS OF THE WINNIPEG BOARD OF TRADE AND THE WINNIPEG GRAIN EXCHANGE THAT THE SAID TOLLS INTO AND OUT OF THE CITY OF WINNIPEG BE NOT APPROVED.

Judgment, Mr. Commissioner McLean, March 28, 1916:

I.

The original complaint of the Winnipeg Board of Trade and of the Winnipeg Grain Exchange, which was dated March 3, 1910, protested against the approval by the Board of the Winnipeg tariffs of telegraph companies operating into and out of Winnipeg, for the following reasons:—

(1) The tolls now charged by the telegraph companies are exorbitant for the service rendered

(2) That while as a result of increase in business the railway companies operating west of Lake Superior had made reductions in freight and passenger rates, there had been no reduction in the principal tolls charged for telegraph business, although there had been a large increase in such business.

(3) That the present tolls greatly exceeded those of like service elsewhere in Canada.

(4) That the telegraph companies operating into and out of Winnipeg had quite recently cancelled some of the rates and substituted tariffs showing increase in rates.

The Winnipeg Board of Trade and the Winnipeg Grain Exchange joined in urging that before approving any of the telegraph tariffs of tolls applying to business into and out of Winnipeg there should be a thorough investigation of the fairness or unfairness of such rates, and that such investigation should be conducted as a general hearing on the lines of the investigation into the rates charged by express companies.

Subsequent to the receipt of this complaint, a communication was received from the Toronto Board of Trade and from the Montreal Board of Trade supporting the complaint. The Saskatoon Board of Trade and the Associated Boards of Trade of Western Canada also added their endorsements.

The Canadian Pacific in its answer set out the following positions:—

(1) It denied that the rates charged were excessive or discriminatory, and alleged that they compared favourably with the rates charged in corresponding territory, under similar conditions, in the United States.

(2) That the cost of material and labour had so increased during the past twenty years as to offset to a large extent any additional profits to the railway due to the increase of traffic. The railway company at the same time stated that it did not admit that increase of traffic was a controlling factor in fixing rates.

(3) That a fair comparison could not be made between railway business and telegraph business since there could be a large increase of business on a railway without addition to the facilities, while, on the other hand, in the case of telegraph business, increased traffic meant the erection, maintenance and operation of additional telegraph lines.

(4) That telegraph tolls in Eastern Canada were abnormally low and should not be used for purpose of comparison, being the result of peculiar conditions which did not exist in the West.

(5) That the only rate out of Winnipeg which had been cancelled was a special rate between Winnipeg Grain Exchange and Fort William, which was found to be unreasonable and discriminatory.

In general, the railway company took the position that there should not be a general investigation, but that the specific tolls complained of should be set out, and that the investigation, if undertaken, should be directed to specific complaints.

The Canadian Northern Telegraph Company stated in its answer that the rates referred to by the applicants would not permit of further reduction, in view of the large increased cost of labour and equipment.

The Winnipeg Board of Trade and the Winnipeg Grain Exchange in their replies reaffirmed the necessity of having a general investigation, and stated with reference to the tolls in Eastern Canada, which had been referred to in answer as above indicated, that even if the telegraph tolls charged in Eastern Canada were abnormally low, which they did not admit, this did not furnish any reason why telegraph tolls in Western Canada should be made so high as to overcome abnormally low rates and provide a profit for the telegraph companies.

The Great Northwestern in its answer claimed that the rate in force for day messages between Winnipeg and its offices in Ontario, Quebec, and New Brunswick, viz., 75 cents for the first ten words and five cents for each additional word, the date, address and signature of each message not being counted or charged for, was a fair and equitable one. It also made comparisons as to points in the United States equally distant from Winnipeg where a similar rate was charged.

Various other comparisons were made as between the rates charged to points in Canada and rates charged to points in the United States.

A summary of general telegraph rates charged in the United States is set out in Exhibit 99. This shows that 16 States have, in the case of day rates, a 25-cent rate; all of these but Ohio, Louisiana and Mississippi are eastern or Atlantic Coast States.

Seven States have a 35-cent rate; 19 have a 40-cent rate; while 9 have a 50-cent rate. Taking States contiguous to the international boundary from Fort William west, the following is the situation: Minnesota, Nebraska, and North Dakota, 40 cents; Montana, Idaho, and Washington, 50 cents.

The transcontinental rate from Vancouver to Halifax is $1. In the United States, the transcontinental rate is also $1; e.g., this is the rate from Seattle to New York. On the movement between these points, the $1 rate is blanketed back from the Atlantic seaboard to Ohio and Indiana points, as, for example, Cleveland and Indianapolis.

In general, the rates between adjoining States in the United States are 50 cents for day and 40 cents for night messages. The exceptions may be summarized. There are rates of 40 cents day and 30 cents night between North and South Michigan; Indiana and Ohio, Ohio and Pennsylvania, West Virginia and Maryland, Maryland and Pennsylvania, New Jersey and Pennsylvania, Maryland and New Jersey, New Jersey and New York, New York and Connecticut, New York and Massachusetts, New York and Vermont. There are rates of 60 cents and 50 cents between Oregon and Nevada, and between Nevada and Arizona. There are rates of 35 cents and 25 cents between Vermont and Massachusetts.

The rates between States are, in various cases, subject to modifications due to special rates between particular points. Thus between North Dakota and Minnesota, which is a movement comparable with that between Winnipeg and Fort William, i.e., between Sections 5 and 4, the interstate rate in the former case is 50 cents as compared with 40 cents in the latter. Fargo, North Dakota, is situated almost due south of Winnipeg. While the distance from Fargo to Duluth is 256 miles as against 419 from Winnipeg to Fort William, the movements may be compared because they are to competing Lake Superior terminals. The special Fargo-Duluth rate is 35 cents for a day message as compared with the existing 40-cent intersection rate covering the Winnipeg-Fort William movement.

The comparisons between rates in the United States and those in Canada are informative but not conclusive. They have no necessary conclusive bearing on the reasonableness of rates in Canada.

Consideration of the Special local tariff of Dominion and Canadian Northern Express Companies applicable on cream in the Provinces of Saskatchewan, Alberta, and Manitoba. File 421/219.

Canadian Oil Companies v. *Grand Trunk, Canadian Pacific and Canadian Northern Railway Companies, 12 Can. Ry. Cas., 355.*

While admitting that there had been some increase in business, the Great North Western claimed this was not large; and it, at the same time, alleged that the increase in traffic had no bearing whatever upon the question as to whether the rates charged were equitable or not; and it stated that the decision of the question depended entirely upon the cost of the service as it might be shown. It stated that while the 25-cent rate in Eastern Canada was probably reasonably remunerative when first established, since there was then no competition and there was then also a low cost of maintenance and operation of lines, now these lines covering extensive sections of territory were absolutely unprofitable. Reference was made to telegraph and telephone competition as materially reducing the revenue from this toll.

The contention was made that the disparity in Winnipeg rates as compared with local rates in Eastern Canada was due not to any unfairness or excess in the Winnipeg rates but to the absolutely unprofitable character of the Eastern Canada rates.

A table was submitted showing the changes in message rates between Winnipeg and other Canadian points since the organization of the company in 1881:—

	1881	1886.	1889.	1890.	1899.
To Ontario	100–7	....	75–5	....	—
To Quebec.	100–7	....	....	75–5	.
To New Brunswick.	125–8	100–7	....	75–5	— .
To Nova Scotia..	125–8	100–7	....	75–5	
To British Columbia	....	100–7	....	....	75–5

These rates are for ten-word messages, the extra figures being the charge per word for extra words over and above the ten words in the body of the message.

II.

In a memorandum of the Assistant Chief Commissioner, dated June 11, 1910, which subsequently issued, it was stated that at the hearing which had taken place at Winnipeg intimation had been given by the Board that some investigation of the rates into and out of Winnipeg would be held, but that decision had been reserved as to the form the enquiry would take. The Assistant Chief Commissioner stated in this memorandum that he was "now of the opinion that an investigation should take place at the next sitting of the Board in Winnipeg into the fairness and reasonableness of the tolls charged by telegraph companies for messages between Ontario and Quebec points and Winnipeg, and between Winnipeg and points in Manitoba, Saskatchewan, Alberta and British Columbia." He further pointed out that application had been made to the Board by the Canadian Pacific Railway Company and the Great North Western Telegraph Company for approval of their tariffs of tolls, pursuant to subsection 2 of section 4, chap. 61 of the Statutes of 1908; but that these tariffs had never been approved. Under these circumstances, he considered that it was an opportune occasion to call upon the companies doing telegraph business in Winnipeg to justify the reasonableness of their rates into and out of Winnipeg so that the onus of satisfying the Board that the rates should be approved would be on the telegraph companies.

At the sitting of the Board in Winnipeg on September 24, 1910, the matter was set down under the following style of cause:—

> "Application of the Winnipeg Board of Trade and the Winnipeg Grain Exchange setting aside the tariff of telegraph tolls charged by telegraph companies operating in and out of Winnipeg."

After a general discussion of various questions involved, Chief Commissioner Mabee stated that while he had in the first instance been opposed to a general investigation he had come to the conclusion that he should withdraw his position in this regard, and that a recommendation should be made by the Board to the Minister of Justice so that Government counsel to conduct the investigation should be provided. Thereafter, a recommendation in terms of this decision was made to the Minister of Justice, it being pointed out that the complaint brought up involved the whole question of telegraph tolls and practices.

The Board having been notified under date of March 14, 1911, the Government counsel had been appointed by the Department of Justice to conduct the further proceedings before the Board, the matter was set down for hearing. The notices sent out provided for a general inquiry into the tariffs of tolls of telegraph companies and the settlement of proper forms for telegraph companies to use. The question of the settlement of proper forms for telegraph companies to use had been under consideration before the general investigation into telegraph tolls was undertaken, and it appeared to be convenient to consolidate the files.

It appears that while the complaint in the first instance dealt with allegations of discrimination in respect of the rates into and out of Winnipeg, it broadened out in the course of the discussion and in the determination of the scope of the inquiry into a general inquiry into the reasonableness of the tariffs of tolls.

III.

Although the question of discrimination had been raised in the initial proceedings and although this question was also set out in the argument of Government counsel, the investigation was conducted rather as a general investigation into the tolls charged and the justifiability thereof. The constructive suggestion of Government counsel as to a system of tolls looked to the installation of a system which he considered would be justified from the standpoint of general reasonableness.

At the termination of the hearings, it was agreed that the arguments should be put in in printed form. It appeared that in this way the issues could be more narrowly defined than would be the case if the matter were presented on oral argument. Such a mass of detail had been presented that it seemed justifiable to handle the matter in this way.

The argument of Government counsel was received in August, 1913. On November 5, the companies were written to stating that the Board desired that the filing of the submissions in the matter should be expedited. The Board was advised that as counsel for the companies, with the exception of the Great North Western, were engaged in the Western Rates Investigation then pending, they could not get forward until this investigation was concluded. The companies were written to on December 13 stating that as the hearing in the Western Rates Investigation had been concluded, the Board desired the arguments of the telegraph companies to be filed without further delay. They were again written to on January 13, 1914, in the matter. They were again written to on January 27, 1914, and they were advised on January 30 that the arguments must be filed within fourteen days from that date. A short memorandum of argument on behalf of the Grand Trunk Pacific Telegraph Company was forwarded on February 12. The argument of the Great North Western was forwarded on February 12. The argument of the Canadian Pacific was forwarded on February 14. The argument of the Canadian Northern Telegraph Company was forwarded on February 26. It was explained that this argument had been held back in proof form in order to obtain the criticisms of the superintendent of the Canadian Northern Telegraph Company, and on account of illness in his family this had caused a delay. Unfortunately, Mr. Pitblado, the senior Government counsel, was taken seriously ill; and the Board was advised in the beginning of April that on account of his illness during the previous two months it had been necessary for him to be absent from Winnipeg, and that his physician insisted that for some little time further he should abstain from office work. Notwithstanding his illness, Mr. Pitblado prosecuted the preparation of his reply with all due diligence, and this was placed before the Board in June, 1914.

IV.

Work on the preparation of the judgment was then undertaken. While this work was under way, war broke out. It appeared to the Board that until it was seen just what effect the war would have on the particular business involved in the present application, it would not be proper to issue judgment on the basis of the material submitted. The figures for 1912, which was the last year covered in evidence, constituted, for the five years submitted, the peak. Upon careful consideration, it seemed to the Board that there would be as regards the business involved a disloca-

tion which would make the figures presented of questionable value from the standpoint of predicating conclusions thereon. No such war with such wide-reaching influences in regard to financial and business conditions had ever taken place before. And the result of this was that a dislocation of the business concerned in telegraphic communication might be expected. It seemed, then, to the Board that until a reasonable period of readjustment had passed permitting a comparison to be made of the later conditions with those disclosed in the arguments, it was the obligation of the Board to stay its hand. Had the investigation been one concerned merely with an individual rate or with a scale of rates concerned with an area of narrow compass, instead of with a scale of rates embracing a territorial area extending from the Atlantic to the Pacific, the situation would have been different since the facts pertinent to such a matter could more readily have been isolated and the attendant dislocation considered so that a final appraisement might be made.

The scope of the jurisdiction conferred upon the Board differs in various respects from that exercised in ordinary judicial procedure. In a proceeding before a court, there is normally a satisfactory assurance that when the hearing is concluded all the material evidence has been presented, and judgment thereafter issues on such evidence. The Board while made a Court of Record by the Railway Act is given peculiar functions which by placing an especial reliance upon the discretion of the Board demands especial care that the discretion should be carefully used. The Board has dual, and to some extent anomalous, functions of investigating matters of its own motion and of deciding matters, whether originated of its own motion or on complaint. Subject to exceptions, which might be pointed out as in the case of a continuing offence, it may be said that, in general, a court is concerned with adjudication on a past and closed state of facts. In the case of a regulative tribunal exercising supervision over rates, the question confronting it is—reasoning from the past, what continuing rate or scale of rates should be prescribed for the future? The scope of the Board's activity is not punitive or prohibitory in respect of past transactions, but corrective and amendatory in respect of future transactions. The Board deals with a future rate in the light of what has been established as to the past rate. But in so dealing, it makes researches of its own and supplementary to what has been presented in evidence, and all this constitutes the record on which it makes a decision. Where the question of what is a reasonable rate for the future is before it, it has to consider not only what may be established on the basis of past transactions, but also to endeavour to form an opinion as to what will be a reasonable rate for the future under conditions which cannot exactly be measured in terms of what is set out in evidence and which must of necessity be estimated. The imposing of the burden of so wide a discretion as is thus placed upon the Board by the Railway Act of necessity creates an equally wide obligation to see that the discretion is wisely used.

In dealing with a single rate, a relative assurance of certainty as to all the material facts having been set out in evidence may exist. Where a complaint can be localized to an individual rate, there is far greater certainty as to all those who are interested in or affected by it being heard. But where a general scale of rates is concerned, there is the difficulty that many who are affected by particular rates may not be heard; and under such conditions there is a still wider element of discretionary judgment, not only as to future conditions, but also as to the significance of the past conditions as set out in evidence.

When almost coincident with the termination of a general hearing, a world-wide struggle brought about such a prospect of dislocation of industrial and financial conditions as the world had never seen before, the Board had to give weight to this. It had to consider whether the sudden change still left the facts on the record as characteristic and as setting out a normal condition, and, finding that this dislocation brought about an abnormal condition, it would not have recognized the obligation imposed on it if it had not waited until sufficient time had elapsed to ascertain whether the facts as set out in evidence had again been approximated.

It was an unprecedented condition; and it appeared to the Board that in the general interest there should be a stay until a reasonably based opinion could be formed as to whether more normal conditions had again been reached.

In intimating this to the parties whose application in the first instance broadened into the general inquiry, the Board further stated that the matter would be gone into when it appeared that this more normal condition had been reached, or when such time had elapsed as would enable an opinion to be formed of the business done by the companies under war conditions and its effect on them.

V.

The Canadian Pacific presents a more comprehensive picture of the general level of telegraph business throughout the country, since it does business both East and West. The Canadian Northern no longer makes separate returns to the Government; since January 1, 1915, there has been an operating agreement between it and the Great North Western as a result of which the returns are no longer differentiated. As a result of this, neither the Canadian Northern nor the Great North Western figures as set out in the Government returns, are comparable.

The figures for the Canadian Pacific for the years ending June 30, 1912 to 1915, inclusive, show the following gross earnings and net operating revenues:—

	Gross Operating Revenue.	Net Operating Revenue.
1912	$3,009,767 84	$1,573,823 56
1913	3,286,508 95	1,594,555 57
1914	2,991,273 06	1,377,585 42
1915	2,504,241 50	1,121,734 34

Making comparisons with the year 1912, it appears that the gross operating revenue for 1913 was 9·2 per cent greater, while the net operating revenue was 0·9 per cent greater. For 1914, the figures are 0·7 per cent and 11·8 per cent less, respectively, while for 1915 the figures show decreases of 19·8 per cent and 29·8 per cent respectively.

In the calendar years 1909 to 1912, inclusive, there was a sharp upward movement, involving an increase of $1,100,000 on messages sent. The average of this period was $2,142,672. The business of 1914 was in excess of this average figure, while the figures for 1915 were 2·4 per cent below it.

Comparisons of the local message receipts for the years ending June, 1912 to 1915, inclusive, show the following results:—

	Local.	Conjoint.
1912	$1,920,027	$192,473
1913	2,168,739	205,767
1914	1,953,245	185,543
1915	1,601,020	399,273

Making comparison with the year 1912, the local business for 1913 showed an increase of 13 per cent. In 1914, there was an increase of 1·2 per cent in local. For 1915, there was a decrease of 16·7 per cent in local.

The Government returns for the year ending June, 1915, show the cost of the Canadian Pacific Telegraph System standing at $6,696,421; that is to say, at the cost of reproduction figures later referred to.

The performance figures by railway operating departments are available for the calendar year 1915, and comparisons of net earnings based on calendar years afford data based on the latest full year available. The figures as to net earnings have no deduction made from them for the additional items which the company claims are properly chargeable against the telegraph department. Subject to this, comparison may be made. The average of the net earnings for the period 1907-12 is exceeded by the average net either of 1914 and 1915 conjointly, or by the net of 1915 alone.

A more characteristic comparison can be made by taking the average of the period 1909 to 1912, which was a period of expansion. The average for this period

is 1,202,037. This is slightly less than the average of 1914 and 1915. Taking the year 1915 as the measure of business, it appears that the net earnings of this year are 2·7 per cent less than the average of 1907-12. If comparison is made with the average of 1910 and 1911, which were years of expansion before the sharp increase of 1912 took place, it will be found that the net for 1915 is about 1/10 of 1 per cent less than the average of 1910 and 1911.

A comparison of messages sent and received for the period of 1907 to 1912 and 1914 to 1915, for the calendar years, shows the following results:—

	Sent.	Received.
1907	2,753,959	2,629,538
1908	2,600,742	2,472,015
1909	3,006,842	2,953,165
1910	3,421,396	3,263,256
1911	2,921,657	3,755,831
1912	4,642,820	4,438,732
1913	4,592,819	4,447,970
1914	4,038,505	3,694,784
1915	3,842,779	3,596,107

The average of the messages sent for the period 1909 to 1912 is 3,391,236 messages, and the figures for the year 1915 are 13 per cent in excess of this.

Comparisons with 1912 cannot be relied on as giving characteristic averages. As the figures show, 1912 is the peak year, and there is a very sharp and sudden increase over the preceding year.

It is fair to make comparisons as to volume of business with the years 1910 and 1911, since these are more characteristic. On the whole, it appears that messages sent and earnings have held sufficiently close to the figures of 1910 and 1911 to justify these being taken as the basis for comparison.

VI.

It has been submitted that there is discrimination against Western Canada and in favour of Eastern Canada. By Western Canada is here meant, as set out in the argument of Government counsel, the territory west of section 1. That is to say, there is embraced in the territory intervening between section 1 and Fort William and Port Arthur, sections 2 and 3 and a portion of section 4. It is urged as an evidence of existing discrimination that for the same sum, viz., 25 cents, a message is carried a shorter distance in the West than in the East; that there is a charge of 2 cents for each additional word, over ten, in the West as compared with 1 cent in the East; and that messages can be sent from the Nova Scotia and New Brunswick section, section A, into section 1, for an additional charge of 5 cents, as compared with additional charges of 15 cents and 25 cents in the West. The later count in the presentation is not, however, pressed, since in the scale of reasonable rates put forward by Government counsel in their constructive submission, the 5-cent "jump" or step from section A to section 1 is left untouched.

Questions arose as to the legal status of the 25-cent rate in the eastern territory, as well as of the area embraced by this rate. At the hearing in Winnipeg in September, 1910, a representative of the Great North Western stated that his understanding was that the charter of the company fixed the rate. At the same hearing, the opinion was expressed by Chief Commissioner Mabee that the rate of the Great North Western in the territory in question was held down by statute.

In the year 1882, the Montreal Telegraph Company was authorized by section 13 of chap. 93, 45 Victoria, "to amalgamate with or lease its line or lines, or any portion thereof, from time to time to any company, board or persons at the time of the passing of this Act possessing as proprietors any line of telegraph either in Canada or in any other British possession . . . upon such terms and in such manner as the board of directors may from time to time deem expedient or advisable."

Section 14 of this Act provided:—

"Nothing herein contained shall affect any suits now pending in reference to an agreement heretofore entered into between the Montreal Telegraph Company and the Great North Western Telegraph Company, and in the event of the Montreal Telegraph Company herein availing itself of the powers granted by the next preceding section, the rates for the transmission of a message of ten body words over the present extent of the lines of the Montreal Telegraph Company in Canada or any part thereof at any time during the continuance of any arrangement made under the powers granted by the next preceding section shall not be more than twenty-five cents, nor shall such body words beyond ten in such message cost more than one cent; Provided, further, that the company shall not be entitled to avail itself of the powers of purchases, lease or amalgamation granted by the next preceding section unless it be provided in the agreement therefor that returns of the revenue and expenditure on all the operations of the companies concerned therein, in such form as shall from time to time be prescribed by the Governor in Council, shall be laid yearly before Parliament, and provided further that the company shall not be entitled to avail itself of the powers of purchase, lease or amalgamation contained in the next preceding section unless it be provided in the arrangement therefor that the maximum rate of 25 cents per ten body words and 1 cent for each body word beyond ten shall apply to all messages sent from any point to any other point within the provinces of Ontario, Quebec, Nova Scotia and New Brunswick, over any of the lines of any of the companies operating any such purchase, lease or amalgamation had or procured. And provided lastly that the rates charged for the telegraphic messages over any of the lines of telegraph in the provinces of Ontario, New Brunswick and Nova Scotia shall not in any case exceed those charged on the first day of April, in the present year; and that this last provision shall be held to bind every other person, company or board as well as the company and every person, company or board entering into or being a party to such purchase, lease or amalgamation as aforesaid."

The legal effect of this legislation is, according to the contention of the Great North Western, as follows:—

"The Montreal Telegraph Company did not avail itself of the powers of lease or amalgamation granted to it under the provisions of the Act mentioned, as by the judgment rendered in Low *vs.* the Montreal Telegraph Company, by the Court of Queen's Bench, upon an appeal, on September 19, 1883, the judgment of the Superior Court was reversed, and it was held that the agreement of August 17, 1881, was *intra vires* of the companies parties thereto. No subsequent agreement was entered into between the Montreal Telegraph Company and the 'Company,' and the Montreal Telegraph Company had not availed itself of the powers of lease and amalgamation conferred by the statute, and the provisions of the statute have therefore no application."

I am of opinion that the view of the late chief commissioner should be followed. The rate is statutory and binding on the company. It has no conclusive bearing on other districts which should be considered on their own merits. The enforced continuance of the statutory rate by the company is not of itself evidence of undue discrimination or unjust preference. On the question of this statutory obligation, the senior government counsel (Evid., Vol. 171, pp. 1292-1293) said:—

"Mr. PITBLADO: The only really accurate system is a mileage system.

"The CHIEF COMMISSIONER: Do you advance that as practicable?

"Mr. PITBLADO: I thought so at one time; I have very grave doubts now. That is why I am coming round to the zone system. At the outset I did think it might be worked out on a system of mileage.

"The CHIEF COMMISSIONER: Do your think that is something which ought to be abandoned?

"Mr. PITBLADO: I think it might be abandoned because in Ontario and Quebec that cannot be worked out without a change in the statute, by reason of the fact that the Montreal Telegraph Company accepted an amendment to its charter by which if it entered into any amalgamation the rate of 25 cents was to continue. They voluntarily went on and made an agreement afterwards and they are bound by that."

At page 59 of their reply, Government Counsel state: "We do not agree with the contention of Great North Western counsel that the provisions of the Act Consolidating and Amending the Acts relating to the Montreal Telegraph Company (45 Vic., Chap. 93, 1882), are not binding on the Great North Western."

This position appears to me to be well taken.

In addition to this reference must be made to the scope of the jurisdiction conferred upon the Board. The Railway Act, in its inception concerned with the incidents of railway transportation, has by accretion included additional types of public utilities. Of these the telegraph is one. The jurisdiction in respect of this utility is conferred on the Board by 7-8 Edward VII, Chap. 61, S. 5, s.s. 1. which provides that, subject to the exceptions therein set out, the provisions of the Railway Act are to apply to the jurisdiction of the Board and the exercise thereof "in so far as reasonably applicable and not inconsistent with this part or the special "Act," for the purpose of carrying into effect the provisions of "this part according to their true intent and meaning."

The Act thus recognizes that there may be differences of conditions as between the added utilities and the railways. So in applying the sections primarily applicable to railways, the burden is placed on the Board to see in how far they are applicable. It has to take into consideration the differences, if any, as between the added utility and the railway, and to give weight to this in applying the sections. If in the nature of the business and method of operation of the added utility there are facts and conditions which differentiate it from the railway business, the burden is on the Board to give weight to these. That is to say, the law does not in the sections made applicable say they are automatically to apply to the added utility. The Board is obliged by the Act to ascertain in the first instance whether, on account of the nature of the business, a particular section applies or not; and then having decided that it does apply, the further question is as to what extent the section does apply.

The jurisdiction thus conferred is a somewhat anomalous one. Questions of the dividing line between administration and legislation are brought up by it. The jurisdiction of an administrative tribunal is primarily an administrative one. In this instance, Parliament has taken the general scheme of the Railway Act, subject to the excepted sections, as the scheme to follow. It has, however, by the wording of the section already quoted, recognized that there may be conditions peculiar to the business of the added industry which are not on all-fours with those of the railway enterprise. It has not attempted to say what these differences are or may be. It has not said what weight should be given to such differences. But it has said, in substance, that it is for the Board, where such differences do exist, to make such modifications in applying the sections of the Railway Act, as the conditions so found to exist demand. In other words, given the Railway Act as a scheme of general direction, the obligation is imposed on the Board of working out, so to speak, a subcode of regulations dealing with the added utilities in the light of the conditions peculiar to them.

In railway transportation, distance is an important factor in the measure of discrimination. Given similarity of conditions, there being no especial circumstances creating different conditions, it follows in general that rates for equal mileages may be compared. For in the out-of-pocket costs in connection with the movement of transportation, the transportation cost, in so far as it may be computed, increases with the distance, although it may not increase in exact proportion to the distance.

In the business of railway transportation, an analysis of the factors entering in shows the presence of (a) cost of construction and maintenance of the railway; (b) terminal cost; (c) cost of movement of the particular shipment.

To the general cost of construction and maintenance all traffic must contribute. But the more important the haulage cost is in determining the market price of the commodity the less is the ratio of contribution per unit of commodity which it can make to the total overhead cost. The terminal cost which each commodity has to meet becomes of lesser importance in the rate as the distance of the haul increases, since this cost, which is constant, is thus spread over a wider base and has therefore a less effect per mile. Hence the fact that ton-mile rates tend to decrease as the distance increases.

Western Ontario Municipalities v. *Grand Trunk, Michigan Central and Père Marquette Ry. Cos., 18 Can. Ry. Cas., 329, pp. 332-334.*

While the cost of movement of the particular shipment, in terms of train expenses may be difficult to estimate with any degree of accuracy, except where there is a movement in train loads, it is recognized that the cost of movement of the particular commodity must of necessity be a factor.

In the case of telegraph business, the distance factor plays a much less important part than in railway transportation. The transmission is practically instantaneous. But there is an investment in plant. As the distance to be traversed becomes greater the equipment for this must also increase. Then, again, increase in volume of traffic normally necessitates increase in wire mileage. While there can be quadruplex operation, i.e., there may be the transmission of two messages each way at the same time on the same wire, this being done where the volume of business is sufficiently dense or other conditions favour it, it happens that, in general, a large proportion of business is sent on single wires. In railway business, an increase in volume of traffic may lead to an increased investment in rolling stock. This rolling stock may be used from place to place with the varying needs of business. In telegraph business, the additional plant investment resulting from increased volume of business of necessity remains localized where the increase in volume of business took place. The overhead expense thus tends to become a factor of steadily increasing importance. The transmission being practically instantaneous, there is not in this respect the same movement costs, so to speak, following the message and earmarked for it as there are in the case of railway transportation, where there are train wage costs, fuel, oil, etc., necessarily attaching to the movement.

For distance to be the common yardstick of reasonableness it must also be the common yardstick of cost.

In railway transportation, the distance factor, if no extraneous disturbing conditions are present, affords on the average a working measure of reasonableness. In the case of the telegraph business, the condition is different. The element of distance may be important as measuring the cost of the pole line mileage and wire line mileage per mile, but this has no necessary connection with the cost of the individual message. That is to say, it does not create a situation where there is a cost factor varying so far as actual transmission is concerned with the movement of the particular message.

All telegraph business must give its proper contribution to the maintenance, depreciation and interest on the necessary plant investment.

In organizing the telegraph business, the lesser importance of the distance factor and the practical impossibility of applying it as a measure of rate progression has been recognized by the application of the zone or blanket principle of rate-making in a very much wider degree than is the case in railway transportation. While in railway transportation both mileage rates and zone or blanket rates are to be found, in the telegraph business as organized in Canada the zone system is used throughout. While the evidence as to what is the practice in the United States has no necessary bearing on the present application, it may be noted that the evidence adduced shows that the general system there applicable is that of zones; and that in so far as there is a modification in practice, it is in the nature of a sub-zone system, not of a mileage basis.

In the case of railway transportation, where the distance basis is departed from and a zone or blanket system of rate-making is adopted, it is in general because there is competition of markets or water competition. In the carriage of a staple produced at various points and disposed of in a common market, the points of production instead of being arranged on a distance basis may be given a zone basis; as, for example, in the coal tariffs in various portions of Alberta, or, again, in the case of terminal rates to the coast cities where the element of water competition enters in. The existence, however, of a blanket rate arrangement on coal in Alberta would have no necessary bearing on the rate-grouping for coal in Ontario, assuming it were produced there, unless the product of the two sections came into competition in a common market. Again, the 40-cent and 45-cent rate groups on lumber moving east from British Columbia have no necessary bearing on the grouping of this commodity in Eastern Canada, except in so far as there may be competition in a common market.

In general, it may be said that in railway transportation, where water competition or competition of markets is not present, the attempt is made to build rates on a distance basis, this being due to the recognition of distance as an important measure of work done and resultant cost.

But the general adoption of the zone system in telegraph business in Canada is a recognition of the fact that there is no such necessary rigid connection between distance, work and resultant cost as in railway business. With charges which, while they may amount to a considerable total in the aggregate, are of such an amount on an individual message as to be incapable of apportionment on a mileage basis without going into the computation of minute fractions, one practical reason for a thoroughgoing adoption of a blanket system is apparent.

At the ouset, the senior Government counsel was of opinion that the only accurate system was one based on mileage. He came, however, to the conclusion that this was impracticable and that the method of subdivision into zones had to be made use of. It was stated in argument of Government counsel at page 62 that either of two plans might be followed in connection with the subdivision into zones:

(*a*) A plan of making geographical divisions irrespective of whether the boundary lines thereof coincide with any principal relay point.

(*b*) A plan of making certain large relay points dividing lines of zones; this relay point, for the purpose of the particular business within the two zones of which it was the boundary would be within each zone. And it was stated that this principle was applied by the Canadian Pacific as far as Sudbury is concerned. That point, for the purposes of business in section 1, is in section No. 1; for the purposes of business in section No. 2 is in that district; and for the purposes of business in section No. 3 is in that district.

In the constructive submission made by Government counsel, the first of these plans was made use of as causing less interference with the system now in existence.

The zone system is thus the negation of distance as the absolute measure of a particular rate since all the rates within a zone are on the same flat rate basis. This, however, does not mean that distance is an entirely negligible factor. While the organization into zones leads to an equalization of charges of transmission, the principle of a single zone has not been adopted because that would mean that a purely local message would bear a rate which would also be charged for a message moving across the continent, and this, notwithstanding the greater plant investment necessitated for the latter message, as well as the relays along the line. At the same time, in the longer distance transmission, the zone system has an added recognition in that supplementary rate zones will be found where on such longer distance a common rate is charged.

It appears that under such conditions the mere extent of a particular zone has no necessary bearing on the extent of another zone. The common feature is traffic; and in this connection the comparative utilization of plant as between different seasons of the year is one important factor.

Assuming a difference in the distance for which a ten-word message can be sent for the same sum in the East as compared with the West, a material question is whether as between the points joined by the mileage selected there is traffic moving important in amount, or whether it is simply a possible traffic upon rates as shown.

The various criteria of unjust discrimination or undue preference have been set out at length in the Board's judgment in the Western Rates Case. Only one or two of the Board's decisions need be referred to as bearing upon the position set out in the preceding paragraph. The Board has held that where there is discrimination it should in deciding whether this amounts to an unjust preference take into consideration whether there was actual competition in the same market between the companies concerned.

> *Michigan Sugar Co.* v. *Chatham, Wallaceburg and Lake Erie Ry. Co., 11 C.R.C., 253.*

It has also said that one criterion of unjust discrimination is whether the district alleged to be discriminated in favour of has profited at the expense of the locality against which it is alleged the discrimination has taken place.

Wegenast vs. Grand Trunk Ry. Co., 8 C.R.C. 42. The same position was re-emphasized in *Toronto and Brampton vs. G.T.R. and C.P.R. Cos., 11 C.R.C. 370,* where the following language was used:—

> "The evil of it, as I understand it, is that because persons or localities are discriminated against it results in unfair play and injury to the individuals or to the localities affected. In the absence of any injury to individuals or localities, what difference does it make whether there is discrimination?"

The ultimate test of discrimination is to be found, not in a difference of rates, but in the question whether as a result of this difference an injury is worked to an individual or locality. One test of this is whether the locality alleged to be favoured actually gets into a common market on a lower rate. The rate paid rather than the distance travelled is important.

VII.

There are four companies under investigation, the Canadian Northern, Grand Trunk Pacific, the Great North Western, and the Canadian Pacific. The Western Union carries on business in the Maritime Provinces and to some slight extent in British Columbia. Its lines in New Brunswick and Nova Scotia are connected at one end with the cables operated in connection with the lines of the Western Union Tele-

graph Company, or by that company at the other end with lines reaching to New York and other important cities in the United States. The great bulk of the messages over these lines is made up of through messages over cable lines. No criticism is presented as to the rates of this company in these sections and no further reference is necessary.

Telegraph companies in Canada have been closely bound up with railway construction. Excluding the Western Union lines in Nova Scotia, which are primarily to be regarded as the terminals and transmitting lines for cable business, the general situation in Canada is that a commercial telegraph business has been tied up to railway business.

Mr. McMichael of the Great North Western Telegraph Company stated at the initial hearings in Winnipeg that the use of the railway right of way was important in reaching the important points. He further stated that his telegraph company had no private right of way anywhere. The company has a small amount of mileage between the International Boundary and Winnipeg and Brandon. When asked with reference to this, why the operation was so limited in Manitoba, he said that it would not be profitable for a company to build its lines without the assistance of a railway.

The Great North Western Telegraph Company, in its development in Eastern Canada, has by various agreements been able to construct along the right of way of different railways. The extent to which this is the case may be gathered from the fact, as set out in Exhibit No. 121, that, of the estimated present value of poles, wires, and cables of the company, 85.9 per cent is attributable to the construction along railways, only 12½ per cent of the total being located along highways.

The agreements entered into vary in particulars, but some reference to the terms of different agreements will serve to show the general nature of the co-operation. In its agreement entered into with the Central Vermont Railway Company on April 1, 1891, the Great North Western Telegraph Company agreed to furnish the poles, wires, insulators, and other necessary material for the construction of a line of poles and one wire, or more as it might elect, along future branches and extensions of the lines of the railway. The telegraph company was to furnish the poles, wires, insulators, etc., for the maintenance, operation, repair, reconstruction, or renewal of its lines and wires along the lines of railway. The telegraph company was to furnish the instruments, local batteries, stationery, etc., for the establishment, maintenance and operation of offices along the railway. The railway company was to furnish the labour and sectionmen, or other unskilled labour to dig holes and set poles, under the direction of the telegraph company's foreman. The same work was also done by the railway company in respect of the setting and resetting of poles and maintenance, repair, and reconstruction of the line. The telegraph company was to furnish skilled labour, string the wires, and furnish skilled repair men.

Provision was made for the railway company having the joint use of one wire in a specified territory, it being agreed that railway messages of an important character concerning the movement of trains, would have precedence on the said joint wire.

Provision was made that where the demand of the railway business was such as to necessitate an exclusive use of a wire, then such wire was to be provided, the telegraph company undertaking thereafter to provide a wire for commercial business, at its own expense. Provision was made for an additional wire being supplied for the railway business, the railway company agreeing to pay the telegraph company the cost of it.

Provision was made for the free transportation of messages for the offices and employees of the railway company. At the telegraph stations of the railway company, the employees of the railway company acting as agents for the telegraph company, were to receive, transmit, and deliver exclusively for the telegraph company. The railway company undertook to transport free of charge all persons in the employ of the telegraph company and travelling on the business of the company, and also trans-

port and distribute, free of charge, along the line of its railway, all poles and other material for the construction, maintenance, operation, repair, and reconstruction of the lines and wires covered by the agreement, and of such additional wires or lines of poles and wires as might be erected in connection with the agreement.

Provision was made whereby material to be used on lines beyond the line of the railway in question, were to be transported without charge to an amount computed at the regular transportation rates of the railway company, and not exceeding one-third of the amount of free telegraphic service which the telegraph company undertook to perform for the railway company off the line of its railway; and the telegraph company agreed to pay to the railway company one-half of its regular rates for the transportation of poles and materials in excess of the said amount.

The railway company granted the telegraph company the exclusive use and enjoyment of the right of way, lands, and bridges along the line of railroads covered by the agreement, for the construction, maintenance, operation, and use of telegraph lines of poles and wires for commercial or public uses and business, with the right to put up from time to time such additional wires and such additional lines of poles and wires as the telegraph company might deem expedient. The railway company undertook, in the event of another telegraph company seeking to enter upon the lands, line of railway, or bridges of the railway company for the purpose of constructing, operating, or using any telegraph line or lines of poles and wire or wires, to charge such other company the regular tariff rates of transportation on all materials and persons which should be charged, and that no delivery of poles, wires, etc., should be made for such company other than at railroad stations, unless the company was required by law to do so.

A similar agreement was entered into on November 2, 1908, between the Great North Western Telegraph Company and the Boston & Maine Railroad Company. Some differences in details are to be found. For example, in regard to the transportation of material for the construction of lines beyond the lines of the railway involved, the extent to which the free telegraphic service which the telegraph company undertook to perform for the railway beyond its lines of railways, was to be checked against the transportation service performed for the telegraph company to an amount not exceeding one-half of the said free telegraphic service.

Provision was made that, as compensation to the railway company for the service of its employees in the transaction of commercial or public telegraph business, and as the railway company's share in the revenue from such business, the railway company might retain 40 per cent of the cash receipts from such business at the said telegraph offices operated and maintained by it, tolls on ocean cable messages, and tolls or charges of other companies, except as hereinbefore mentioned; and the railway company agreed to pay to the telegraph company the remainder of such cash receipts in such manner and at such times as it might direct.

Whenever the number of paid and collected messages sent from any telegraph office of the telegraph company within the Dominion of Canada exceeded 5,000 in any one calendar year, the telegraph company was, upon the request of the railway company, to furnish and pay the salary of an operator at the said office as long as the said messages exceeded the said number per year, and was to retain all the telegraph receipts in the said office.

If the telegraph company elected to establish an independent office at a station of the railway company, the railway company was to furnish office room, light, and heat free of charge at such station; and if at any station where the telegraph company furnished the operator, one person could attend to the telegraph business of both companies, the agent of the telegraph company acting for and as the agent of the railway company was, if desired by the railway company, to do such business of the railway company without charge.

One other agreement may be referred to, being that entered into between the Great North Western Telegraph Company and the Quebec, Montreal & Southern Railway Company and the Napierville Junction Railway Company on May 1, 1911. This superseded other agreements hitherto in force.

Under this agrement, the usual grant of free right of way was made by the railway company to the telegraph company. It was also granted an exclusive right, it being agreed that either of the parties might license the use of its poles by others, for use of wires by other companies for telephone and other non-competitive purposes, the party owning the poles to be entitled to retain all the rental received for their use. The telegraph lines and poles, wires, fixtures, etc., covered by the agreement, whether owned by the telegraph company or by the railway company, were to form part of the general telegraph system of the telegraph company, and to be controlled and regulated by the telegraph company in respect of the transaction of commercial or public telegraph business.

In the event of the railway company constructing a branch or extension of any part of the railway covered by the agreement, and on which it owned a telegraph line, it was, at its own expense, to furnish material and labour and to construct and maintain a line of poles and one wire on the said branch or extension. In both cases, the lines so constructed were to come under the provisions of the agreement.

The schedules to the agreement set out certain lines to be used jointly, and certain lines to be used exclusively. It was agreed that the railway company's business in regard to the movement of trains was to have precedence over all other business on all joint wires. For the purpose of connecting the offices of the railway company in the towns or cities reached by its lines covered by the agreement, with its telegraph wires along the railway used for the railway company's business, and in order to connect the railway company's telegraph wires with the main office of the telegraph company, the telegraph company undertook to furnish the railway company, free of expense, the use of conductors in the telegraph company's underground conductors or aerial cables or wires on its pole lines on city routes where the telegraph company had established, or might hereafter establish, for its own business, underground conduits, or submarine or aerial cables of lines and poles.

Agreement was made as to the transfer to the railway company of the ownership of certain poles owned by the telegraph company along the line of railway. Either the railway company or the telegraph company might establish and maintain telegraph offices on the railway, covered by the agreement, as either might deem necessary. At all such offices, the railway company was to furnish instruments, switchboards, and local batteries and materials, and at places where the railway company might do a commercial or public telegraph business, the telegraph company agreed to supply blanks, forms, and stationery for such business.

The railway company was to furnish operators, office room, and light and heat at its own expense at all its telegraph offices. As compensation to the railway company for the services of its employees in the transaction of commercial or public telegraph business, and as the railway company's share in the revenue of such business, the railway company was to retain from the cash receipts at its telegraph offices maintained and operated by it in its railway depots and station houses, one-half of the cash receipts ; and in the case where it owned the line of poles and wires, it was to retain two-thirds. Where the telegraph company elected to furnish its own operator and establish an independent office in a railway station on a portion of the line where the telegraph company owned the telegraph line, the railway company was to furnish office room, light, and heat, and therefor to retain one-half of the cash receipts.

If at such station one person was able to attend to the telegraph business of both companies, the agent of the telegraph company, acting for and as the agent of the railway company in the premises, was to do such business of the railway company without charge.

Whenever the telegraph business of both companies at any such office became so large that more than one operator was necessary, the railway company was to employ and pay its own operator.

Other agreements differ in various particulars, but the general situation is that the telegraph company obtains a free right of way, and that it is granted exclusive rights as against any other telegraph company. The railway company obtains an arrangement for the transmission of its railway messages. When the business is small, there is the use of a joint wire, the railway train movement messages being given precedence. As business increases, provision is made for a commercial wire. The railway company is compensated for the work performed by it in connection with the commercial services, as well as for the general right conferred by it, and given a percentage of the cash receipts. Services are performed by the railway company in respect of the distribution of material for construction, or for reconstruction and maintenance. In general, the agreements entered into whereby a free right of way and exclusive occupancy thereof, as against any other telegraph company, is obtained, depend upon mutual obligations and on payments partly in service, partly in money.

Since the hearing was terminated, a working arrangement has been entered into between the Great North Western and the Canadian Northern Telegraph Companies, the essence of which is a unified operating control of the two systems. This means that the advantage of operation along the right of way of the Canadian Northern in the West is available for the joint systems.

The Grand Trunk Pacific has been constructed as part of the railway system. While the Canadian Northern is a separate corporation, distinct from the Canadian Northern Railway Company, it was constructed along with the railway and is closely bound up with it. The railway company owns all the stock and bonds of the telegraph company, amounting to $500,000 of stock and $800,000 of bonds.

The Canadian Pacific Telegraph Company has no capital and no separate property. It is a department of the railway and has been so constructed and operated.

Stress has been laid in the course of the hearing upon the advantage which the telegraph company obtains from construction on the right of way, it being stated that it thereby escapes the cost which would attach to acquiring a private right of way. However, there has been no case cited before the Board where the telegraph company has acquired and paid for a private right of way. The Canadian Pacific states that its records have been checked for the past twenty years and it finds no lines that have been constructed off the company's right of way during that time.

The Great North Western, in its argument, puts in a summary way the advantages which it considers attaches to this tying-up of the telegraph business to railway business: "In Canada, with its vast areas and sparse proportionate population, it would be impossible for a telegraph company to carry on a general commercial telegraph business independent of a line of railway. A telegraph company with a connecting system in the United States might operate trunk lines to a dozen of the important cities in Canada, but it would be commercially impossible to operate a network of lines throughout Canada independent of such railway connection. This has evidently been recognized not only by those intimately connected with the telegraph business, but also by outsiders, for when almost every conceivable project has been exploited in Canada during the last quarter of a century, no one has been foolhardy enough to attempt to promote and organize a purely commercial telegraph system. The cost of the construction of such a system not only would be materially increased, if constructed along the highways, but the cost of maintenance would also be very much greater, as upon the line of railway repairs may be rapidly and cheaply made by the delivery from the railway cars of the men and materials at the exact spot where repairs are necessary. In addition, a telegraph company operating with a railway company is enabled to avail itself of telegraph operators working for the railway company upon a commission basis."

The advantage of this close relation between the telegraph company and the railway company is seen in connection with operation. The Canadian Northern, at the time of the hearing, had nine commercial offices out of a total of 227, as distinct from offices where railway work was carried on. On the Canadian Pacific, out of some 2,000 offices on the system there are about 1,850 which are manned by officers of the railway company. The work of the commercial telegraph is more or less incidental to them, and they transmit messages in return for the payment of a commission. The commission paid is 10 per cent. In cases where the telegraph company has to utilize the services of a man engaged in store-keeping or other outside work, the commission paid is 20 per cent. The company claims that there is a great advantage in such arrangement, in that the railway employees paid on commission do not cost the telegraph company anything for wages; that they are at the service of the telegraph department and provide an organization without which the commercial telegraph department could not serve the public or extend its business, except at enormous cost for salaries and rent of offices.

It will be noted that on the figures given only 7½ per cent of the Canadian Pacific offices are manned by distinctly commercial employees. While it is contended that if there were no such relationship between the railway and the company it would be necessary to have men employed on wages, it should be pointed out that on what is submitted the general practice in commercial telegraph work is to have the great bulk of the offices worked on commission. This is no doubt due to the fact, as was pointed out in evidence by Mr. Camp, that in general the majority of the points where telegraph business is carried on do a relatively small volume of business. He stated in substance (Evid. Vol. 114, pp. 1220, 1221) that at about three-quarters of the telegraph offices there was a small volume of business, but that the small offices were kept open for the reason that if they were allowed to go out of business the larger offices would become unremunerative; that is to say, the matter had to be dealt with from the standpoint of average volume of business.

It has been contended that the commercial service performed is to a considerable extent in the nature of a by-product. From the standpoint of the Canadian Pacific the significance of the by-product nature of commercial telegraphy performed by a railway telegraph system was put in the following words (by Mr. Chrysler, Evidence Vol. 171, p. 1424).—

> "Personally I propose to argue later, when we reach the point of argument, that I do not think the question of the valuation of the telegraph companies' property has got very much to do with it. It is impossible to segregate that value from the value of the railway as it stands, constructed as it was as a means of operating the railway, a necessity for the operation of a railway, it is a sort of by-product. It is a sort of problem you get wherever you have a by-product in every industry, something that arises incidently because another business is being carried on. It is impossible to know how you arrive at the value of that. It would not be there if the main business was not being carried on. Without saying anything more about that just now, we do not regard the question of valuation as important."

In argument, the position has been taken that in estimating the net returns from telegraph business, there should also be taken into consideration the fact that if the telegraph business were divorced from the railway business, there would be additional costs. In so far as the allegation that the telegraph business separately managed would have costs for right of way, which it is not at present subjected to; this would, as already pointed out, seem not to be well taken. As to charging against the telegraph company various additional items of expense, it may be pointed out that where the telegraph company is operated by the railway company, it is in the first

instance constructed as a railway work and the costs are entailed as railway costs. The additional commercial service performed is in the nature of a by-product. But while this may be the condition in the first instance, the situation must be looked at as it at present exists.

VIII.

Where the telegraph company has been built either as part of the railway and under its general charter, or where, while built under a separate charter as in the case of the Canadian Northern, it is really part of the railway system, it is exceedingly difficult, in fact practically impossible, to arrive at the cost of the enterprise. Recognizing the difficulty of so arriving at original cost, Government counsel have laid stress on the cost of re-production and the return based thereon. The Canadian Northern stated in substance in evidence that the stock and bonds did not in any way represent the actual cost of the line; the stock and bond issue simply amounted to an arbitrary arrangement between the railway, the telegraph company, and the contractors.

The valuation as submitted by the Canadian Northern states that on June 30, 1911, it had 4,440 miles of pole line estimated to be worth $1,021,200; 13,550 miles of telegraph wire worth $273,500, making a total of pole lines and wires of $1,294,700. This would check out at an average valuation of $291 per mile.

The Canadian Northern in its answer, as set out in Exhibit 105, stated it was unable to give the information accurately as to what the original telegraph line cost, it being stated that some of the lines were built by contractors as part of their contract to construct the railway, and that a proper division was not kept. The estimate above given is based on the cost of the renewal work done by the railway company and not upon any inventory of valuation.

In Exhibit 108, the railway company gave a statement as to the cost of rebuilding on the Regina-Prince Albert Line, involving a distance of 250 miles. This cost $73,008.15, or an average of $292 per mile. Here, the old wire was used and transferred to the new pole line. The figures of cost submitted cover cost of pole line, including cost of labour, material, freight charges, supervision of restringing wires, as well as the additional cost of one copper and two iron circuits, and the necessary full complement of insulators. It included also the cost of station equipment and the cost of main line battery. It was stated that it was cheaper to transfer the wire from the old to the new pole line than it would be to distribute new wire and string the same.

It was pointed out by Government counsel that the Canadian Northern has no exclusive commercial telegraph wires, and that it therefore does not differentiate between commercial and railway telegraph.

The endeavour to analyze the financial situation of the Great North Western is complicated by the fact that it is obligated to make certain dividend payments to the Montreal Telegraph Company and to the Dominion Telegraph Company, while it is itself in turn closely bound up to the Western Union Telegraph Company.

The Montreal Telegraph Company was organized in 1847. The lines extended from Sackville, N.B., to Detroit, Michigan, and from Toronto to Buffalo, N.Y., as well as to the Northerly towns. The Dominion Telegraph Company was organized in 1870. It extended from Detroit, Buffalo, and Oswego, through Ontario, Quebec, and New Brunswick to the cable landing at Torbay, Nova Scotia. In 1879, the American Union Company, a telegraph company operating in the United States, obtained a lease of the Dominion Telegraph Company's lines, this lease running for a period of 99 years. Under the lease the lessee obligated itself to pay 5 per cent on the capital stock of the Dominion Company—this standing at $1,000,000—plus an additional annual sum of $2,500, and in addition the lessee assumed the bonded indebtedness of

the lessors, amounting to £60,000, or $293,860. The 5 per cent rental was to become 6 per cent in case the lines of the Dominion Telegraph Company were at any time amalgamated with those of any other Canadian Telegraph Company.

In 1881 the Western Union amalgamated with the American Union Company.

The charter of the Great North Western Telegraph Company had been granted in 1880, but little had been done by this company, the establishment of a line from Winnipeg to the International boundary between the United States and Manitoba being all that had been accomplished.

The Western Union Company acquired control of the Great North Western, and it was then arranged that this company should lease for a period of 97 years all the telegraph lines and equipment of the Montreal Telegraph Company, which lease was guaranteed by the Western Union. Under the lease the Great North Western obligated itself to pay the shareholders of the Montreal Telegraph Company an annual dividend of 8 per cent. The paid-up capital of the Montreal Telegraph Company was at the time $2,000,000. Thereafter the lease of the Dominion Telegraph Company's lines, excluding those in New Brunswick and Nova Scotia, east of Moncton, as well as a considerable portion of the same company's lines in the United States was assigned to the Great North Western. Put succinctly, the Great North Western controls the Montreal and the Dominion Telegraph Companies and is itself controlled by the Western Union.

The fact that long years have elapsed since the initial construction of many of the telegraph lines in the Great North Western System was undertaken appears to render it impossible here to get at original statements of costs. The cost of reproduction was submitted by the company. The estimated present value as of October, 1912, of the poles, wires, and cables of the Great North Western Telegraph Company is set out in Exhibit 121 as amounting to $1,744,410, while the estimated cost to erect these new is given at $2,282,115.

For the purposes of the investigation a valuation was made for the Canadian Pacific by Messrs. Bristol and Griffiths. This valuation shows a total as set out in Exhibit 48:—

EXHIBIT 48.

ESTIMATE OF VALUE OF PLANT—CANADIAN PACIFIC RAILWAY'S TELEGRAPH.

Pole line and equipment	$3,897,238 39
Wires	2,190,968 37
Cables	275,044 11
Call box system, Toronto, Montreal, etc. (4,865 boxes at $7)	34,055 00
104 linemen's equipment at $138.25	14,378 00
37 gangs' equipment (G.B.) at $646.49	23,920 13
Instruments	119,149 40
Batteries and dynamos	50,559 00
Furniture	41,109 00
Material in stock	50,000 00
Total	$6,696,421 40

Since the telegraph system performs a joint service, the question arises what apportionment of the cost of reproduction so arrived at should be made between railway and commercial use.

On the basis of the computations set out in Exhibits 50 and 51, the Canadian Pacific estimates the mileage of commercial telegraph lines to be 78¼ per cent of the whole, and the railway telegraph lines 21¾ of the whole. The division between the railway and telegraph departments was made by Mr. Camp in the proportion which the mileage of wires used for railway purposes and those used for commercial purposes bore to the total wires in use, dividing these wires jointly one-half to each. On

the basis of this apportionment, the railway divided the total cost as shown in its valuation as follows: $1,204,267 being chargeable to the railway and $5,192,153 being chargeable to the commercial telegraph department.

The criticism of this division by Government Counsel may be summarized. If the Company had no commercial system at all, it would require for its railway operation a number of miles of telegraph pole line equivalent at least to its railway mileage; that, so far as wires are concerned, purely railway purposes would demand at least two lines of wire, whether any commercial business was done or not. While it is stated that railway wires are occasionally used for commercial telegraph work, it is urged that this will take place on rare occasions or where the commercial telegraph business is very small. This is based on the statement of Mr. Camp in evidence that wherever there is much telegraph business a separate commercial wire is put in; and it is argued from this that where there is an appreciable volume of commercial business a separate commercial wire will be installed; and it is claimed, therefore, to be unfair to charge the occasional use of a railway wire for commercial purpose as if it were habitually so used.

In criticism of Mr. Camp's estimate that 78¼ per cent of miles of wires on poles should be charged to the commercial telegraph and the remainder to the railway, it is contended that such distribution of valuation of the pole line is on a wrong basis; that when the pole line was built, the whole of the capital expenditure incurred was for the railway proper and such expenditure was, therefore, railway expenditure, and it is urged that to carry on a commercial telegraph business over these poles meant no additional expenditure on pole lines, but simply an additional expenditure in the way of wires and the possible additions of cross-arms.

Government counsel then give a revised estimate which allocates $3,540,786.24 to the railway and the balance to the commercial use.

There are no returns showing the respective volumes of railway and of commercial messages handled by the system, consequently no allocation can be made on the basis of the respective users.

It does not appear, in view of the nature of the service performed, that there can be any such exactness of division as between the railway and the commercial uses as either method of division calls for. It, therefore, does not appear on what is before the Board, that the estimates so given enable the Board to arrive at a final conclusion of the ratio of profit properly allowable on the commercial service.

The operating revenues and expenses of the telegraph company were submitted according to the forms which had been for a long period of time made use of by the auditing department of the railway company. It was contended by counsel for the Canadian Pacific that while these returns might be satisfactory as between departments, they were not conclusive when looked at from the standpoint of an investigation to test the reasonableness of the rates charged; and it was claimed that in order to develop anything from the surplus earnings bearing upon the reasonableness of the rates, there should first be made all proper allowances to the telegraph department for the expenses which it would incur if it were a separate corporation or carrying on business independently. The contention was, in substance, that the net figures shown did not represent a true net after all proper deductions had been made.

For example, it was stated that from the net figures for the year 1910, as submitted, further deductions should be made as follows:—

(1) Expenses carried in accounts of Railway departments—	
(*a*) Salaries	$188,142 83
(*b*) Materials	116,818 56
(2) Expenses for maintenance; appropriations carried in railway accounts—	
(*a*) Salaries	90,347 13
(*b*) Materials	61,892 58
	$457,201 10

Undoubtedly the telegraph department of the Canadian Pacific Railway has advantages attaching to it as a result of its connection with the railway. The telegraph system was developed in the first instance as an aid to railway operation. It is contended that its use is now predominatingly commercial. In the argument of Canadian Pacific counsel, the cost of reproduction is stated to have so increased as between the date of the valuation and the submission of the argument as to stand at approximately $8,000,000. Evidence as to this is not submitted. But it is represented on behalf of the company that there have been increases which have been made and that these are primarily due to the needs of commercial business.

The methods of allocation of expense which the audit office has followed are apparently intended to facilitate comparisons as between departments. If, however, the rates of a particular service are to be regulated, it is legitimate to allocate to that service its proper costs. It is material that all the factors of cost properly chargeable thereto should be recognized, otherwise the rates attaching to one service might be revised at the expense of the returns attaching to another and entirely distinct service.

The telegraph service rendered by the Canadian Pacific is performed by a department of the railway. The service performed by the Great North Western is performed by a separate company. The telegraph department has its free right of way on the right of way of the railway, as has the telegraph company, the latter operating under an agreement. In both instances there are facilities afforded for the handling of railway telegraph business. The telegraph department of the Canadian Pacific has its material for construction and repairs handled without freight charges on the railway as has the separate and distinct telegraph company operating under an agreement. In the cost of reproduction of the Canadian Pacific Telegraph system as submitted there is no charge for freight.

As bearing upon the cost figures submitted, various other checks may be referred to. The official returns of the Dominion Government telegraph lines show an average of $244 per mile of pole mileage. This is exclusive of submarine wires.

The figures for the Dominion Government lines which are exclusive of equipment, working installations, etc., show an average of 1·033 wires per pole. This is made up of 1·003 galvanized iron wires and ·03 copper wires per mile of pole mileage. The Canadian Pacific, at the time of the hearing, showed an average of 6.23 wires per mile of pole line. This was made up of 2·19 copper and 4·04 galvanized iron wires. The prices of wire as contained in the company's exhibits have been checked by the Board's electrical engineer. The weighted average of the prices, according to the relative use of the different types of wire, gives an average price of $11.19 per mile of wire for galvanized iron wire and $45.49 for copper wire. At these prices, the wire of the Canadian Pacific in excess of that on the Dominion Government system would represent an addition of $142.02 per mile, which added to the average cost of the Dominion system per pole mile would represent an average cost per pole mile, exclusive of equipment, etc., on the Canadian Pacific system of $376.02.

The Government returns for the Western Union lines in Nova Scotia work out at an average of $316 per mile. This covers poles, cross-arms, and wire. These average 4 wires per pole, 2·9 wires being galvanized iron and 1·08 copper.

In Exhibit 97, statistics are furnished by the Grand Trunk Pacific Railway Company setting out the cost of construction. For the Lake Superior division, the average per mile is $291.22. Here there are two wires to each pole. For the prairie division there is an average of $343 per mile. This is for a line of four wires to the pole. The Mountain Division, section 1, shows a cost of $435 per mile, with an average of 4½ wires per pole. The Mountain Division, section 4, shows a cost of $606.93 per mile, with two wires to the pole. For branch line construction, with an average of 1·12 wires to the pole, the cost is $189.27.

The summaries above given give pertinency to the statements in evidence of Mr. Smith of the Grand Trunk Pacific Telegraph Company (Evid. Vol. 171, pp. 1404-05),

which are substantially that the cost of construction of telegraph lines cannot be reduced to a unit; that no two miles are alike, owing to the varying cost of labour and the varying cost of construction, particularly in the placing and planting of poles.

After the hearing, it was represented by Government counsel that as a means of checking the cost of reproduction figures of the Canadian Pacific, it would be of value to take out a section of telegraph line and have a check made of the figures. This has been done by the Board's Electrical Engineer for the section of line between Vaudreuil and Ottawa. His estimate covers cost of the wire, labour of erecting wire, cost of poles, digging post-holes and erecting posts, cross-arms in position, insulators. It will be seen that this is independent of instruments, office installations, etc., as was the estimate of the Canadian Pacific which has been checked. The result is a figure which is 7 per cent below that of the Canadian Pacific, or a revised cost of reproduction of $369 per mile. This may be compared with the figure given above checked on the basis of the cost of the Government Telegraph system.

A check has also been made of the prices of wires, poles, instruments, etc. The figures used are based chiefly on prices paid by the Canadian Pacific Railway Company, as shown in their Stores Department records of the past few years, and are such as in the opinion of the Engineer represent reasonable replacement values. Pole prices were obtained from the tie department of the railway company. Prices for iron wire have been checked against actual purchases. Copper wire has had a fluctuating price. The price as given in the estimate is a reasonable one. On galvanized iron wire, the prices are checked as being from $1.27 to $2.66 per mile too high.

Dealing with instruments, such as sounders, the prices as checked are about the same as submitted. In a few cases the checked price is higher than the price used in the estimate of the company. In the case of repeaters, by taking the lowest price paid for the individual instruments making up the repeater sets, a price reduced by 11 per cent was available.

In connection with the method of construction, anchors are noted as being a fair price. Insulators check up the same price as submitted by Mr. Beatty.

To the cost of instruments, the Canadian Pacific added 25 per cent for labour, wire, etc., installing. The engineer estimated that if this amount were deducted and the remainder regarded as the installed cost of the apparatus, the estimate would be a more reasonable one.

Checking these figures out as against the total valuation already given by the Canadian Pacific Railway Company, this would mean an approximate reduction of 7 per cent.

The situation which is presented is substantially on all fours with that dealt with in the Western Rates Investigation. There, the Board had to deal with an old established railway, the Canadian Pacific, doing business on a large scale; with a newer railway, the Canadian Northern, which was yet in the construction period and whose traffic was in the process of development; and with the Grand Trunk Pacific, a road which was still in the construction period and whose traffic was less developed than that of the Canadian Northern. In the present application, the Canadian Pacific has a developed business and a through system. The Canadian Northern has, since the hearing, been linked up with the Great North Western through an operating arrangement. The Grand Trunk Pacific Telegraph Company is in a development situation and has but recently put in tariffs covering the territory from points adjacent to the City of Quebec to Prince Rupert.

Under these conditions, the cost of re-production of a system whose traffic has reached a high point of development is no more necessarily conclusive as to reasonableness than would be the cost of reproduction of the system wich is least favourably situated in point of traffic so far developed, and which in terms of the Government returns is operating at a deficit. As was pointed out in the Western Rates Case, the situation confronting the Board was in the words of the late Chief Commissioner

Mabee: *"The question for us to decide is what rates are fair irrespective of how much any company is worth or is not worth." 17 Can. Ry. Cas., 194.*

In its decision in the Western Rates Case, the Board used the following language:--

> "As already pointed out, the Board must take into account the fact that the western business will be divided in the future among three railway companies, and that the present returns of the Canadian Pacific cannot be taken as of necessity showing the continued earnings of that company."

Ibid 214.

A similar situation will naturally present itself in connection with the telegraph situation. With the expansion of the telegraph lines along the lines of railway, the various larger centres will be subjected to service competition, and the result will be a subdivision of the business.

The matter cannot be looked at either from the standpoint of the most favourably situated company in point of earnings, or from the standpoint of the least favourably situated company. It has to be recognized that where telegraph lines either compete in a given territory or traverse contiguous portions of the same general territory, there must be a uniform standard of rates. Only where the telegraph line is situated in a relatively isolated condition can the rates thereon be dealt with entirely from the standpoint of the peculiar traffic and other conditions pertaining to the line so situated. What is necessary to do then is to arrive at a reasonable adjustment of rates having regard to the traffic offering and probable expansion thereof, as well as the question of a fair return.

By Section 4 of 7 and 8 Edw. VII, Chap. 61, notwithstanding anything in any Act heretofore passed by Parliament "all telegraph tolls to be charged by the company" are to be subject to the approval of the Board. In effect here, as in the Express Investigation, the maximum tolls for commercial service are before the Board for approval; and the burden is on the Board to see that in such approval proper standards of reasonableness are adhered to.

X.

The Canadian Pacific telegraph system extends from the Atlantic to the Pacific. The territory therein embraced is subdivided into sections as follows:—

New Brunswick and Nova Scotia.

Section 1. Quebec and Ontario, east of and including Windsor and Sudbury.
Section 2. Ontario, west of Sudbury to and including Nipigon.
Section 3. Soo Branch.
Section 4. Ontario, West of Nipigon.
Section 5. Manitoba.
Section 6. Saskatchewan East.
Section 7. Saskatchewan West.
Section 8. Alberta, Main Line and branches South.
Section 9. British Columbia, Main Line East of and including Kamloops and Okanagan Branch.
Section 10. British Columbia, all lines and West of Kamloops.
Section 11. Alberta, North of Main Line.
Section 12. Manitoba, for United States rates only.
Section 13. British Columbia, Kootenay East of and including Kootenay Landing.
Section 14. British Columbia, Kootenay West of Kootenay Landing.

In a portion of the territory east of the Great Lakes, in which the lines of the Great North Western are located, there is an identity of sections as between the Canadian Pacific and the Great North Western. In the territory from the head of the Great Lakes up to and including Alberta, there is a general identity of sections so far as the Canadian Northern and the Canadian Pacific are concerned. Provisions as to the sections of the former company in British Columbia are not before the Board, there being no tariffs filed in respect of the Canadian Northern lines in this province. East of Port Arthur, the section system of the Grand Trunk Pacific differs in certain respects, later to be referred to, from that of the Canadian Pacific. From Port Arthur westward, to and including Alberta, there is a general agreement with the section system of the Canadian Pacific. In British Columbia, there are differences later to be referred to.

These sections or zones as originally formed in the west were purely empirical, there being no experience to go by. It was stated in evidence that the zones and rates in the West were worked out by Mr. Hosmer and his private secretary, at the time when the Canadian Pacific was beginning its business in the West. It began telegraph business west of the Great Lakes before it began business east thereof. It appears that the rates established were based largely upon the experience of the United States and especially that of the Western States, the rates then prevailing being considered and without reference to the rates in Eastern Canada.

The comparisons already given have given details throwing light on the increase of business and the variations therein. The variation in the business may be shown by a comparison of the increases for the different divisions of the country.

As already pointed out, comparisons made by Government counsel as between the East and the West are between the territory east of Sudbury and that west thereof. Ordinarily, in traffic comparisons, the distinction is made with a dividing line at Fort William.

The railway has for its telegraph company a performance sheet which gives details as to messages by divisions. Exhibits covering the period from 1907 to 1912 were filed at the hearing. The returns for 1914 and 1915 have been obtained so that comparisons may be made. The returns are not made in terms of the territorial limits of the sections into which the territory is divided for telegraph purposes and for which rates are quoted. Instead, they are given by railway operating divisions, viz., Atlantic, Eastern, Ontario, Lake Superior, Manitoba, Saskatchewan, Alberta and British Columbia. While these divisions enable comparisons to be made as between sections east and west of the Great Lakes in respect of volume of traffic, they do not enable comparisons to be made between telegraph sections or between provinces.

For although provincial names are used, there is in some instances a subdivision; in others there is an overlapping.

The territorial limits of the railway divisions are as follows:—

Atlantic.—All lines between St. John and Megantic, Que.

Eastern.—All lines between Megantic, Que., Smith's Falls and Chalk River.

Ontario.—All lines between Smith's Falls, Windsor and MacTier.

Lake Superior.—All lines between MacTier, Chalk River, Sault Ste. Marie and Fort William.

Manitoba.—All lines between Fort William and Broadview, Bredenbury, Neudorf, Arcola and Estevan.

Saskatchewan.—All lines between Broadview, Swift Current, North Portal, Arcola, Neudorf, Bredenbury, Shaunavon, Hardisty, and Kerrobert.

Alberta.—All lines between Swift Current, Field, Kootenay Landing, Coutts, Rocky Mountain House, Edmonton, Hardisty, Kerrobert, and Golden to Colvalli.

British Columbia.—All lines between Field and Vancouver and west of Kootenay Landing.

It thus appears that in the divisions west of the Great Lakes, Manitoba comprises a portion of Ontario on the east and stretches into Saskatchewan on the west. Saskatchewan stretches into Alberta at Hardisty, while Alberta is likewise continued into Eastern British Columbia.

Under these conditions, while comparisons may be made of totals, nothing absolute can be deduced therefrom in regard to the volume of traffic in particular zones or provinces, or as to the territory which should properly be included in a section or zone.

Until 1909 inclusive, the returns combined Saskatchewan and Alberta, subject to the caution set out in the preceding paragraph, the following summary statement of messages sent, expressed in percentages of the total for each year, may be given.

	Messages Sent Percent of Total.	
	East.	West.
1907	51·22	48·78
1908	51·48	48·52
1909	49·90	50·10
1910	46·65	53·35
1911	45·06	54·94
1912	41·82	58·18
1913	42·82	57·18
1914	45·60	56·40
1915	50·21	49·79

For the years 1907 to 1912 and 1914 and 1915, which permit comparisons to be made of an expansion period with a period when the readjustment attributable to the business depression was being felt, the total number of messages sent on the system was 28,079,705, and the total revenue therefrom $15,829,169. Of this, the messages sent in the West, i.e., Fort William and west thereof, represent 52.8 per cent, while the proportion of revenue was 55·3 per cent. For the total period 1907 to 1915, inclusive, the percentages are 53·4 per cent and 55·9 per cent respectively.

In the West, until 1915, the figures show that the receipts from local, conjoint and cable messages have a greater percentage proportion in the total receipts than is the case in the East. In the period 1906 to 1915, inclusive, the proportion of revenue attributable to this service in the case of the Canadian Pacific has varied from 87 per cent to 89 per cent, the latter point being reached in 1910. From 1907 to 1912, inclusive, the proportion in the East varied from 84 per cent to 89 per cent, while in the West it was from 91 per cent to 93 per cent. For 1915, the percentage both east and west is the same, viz., 88 per cent.

Whereas in the west the message and cable business as distinct from other sources of revenue has played a greater part in the business, any decrease in such business has a more far-reaching effect than it has in the East where the distribution has been wider.

Comparisons of the telegraph business in the East and in the West show that on the whole the business of the East is steadier and less subject to fluctuation. Taking the number of messages sent in 1907 as a base in each case, the following comparative summary for the periods 1907-1912 and 1914-1915 is available:—

	Messages Sent	
	East.	West.
1907	100 %	100 %
1908	94·9%	93·8%
1909	104·8%	111·1%
1910	113·1%	135·8%
1911	125·3%	152·8%
1912	135·8%	200·2%
1914	130·5%	163·5%
1915	131·5%	136·1%

The extreme spread in the East is 541,246; in the West it is 1,247,615. The expansion in the West is sharper; the contraction is more abrupt. As between 1912 and 1915, there is a percentage decrease in the one instance of 4·95 per cent and of 31·6 per cent in the other.

Comparison for the different divisions may be given for the years 1914 and 1915, in percentages of the volume of business for the years 1910, 1911 and 1912. It should be noted that the sudden expansion of business in Saskatchewan from an almost negligible quantity to a large amount prevents this being considered as being as characteristic as the percentages of the other divisions.

Taking 1910 figures as the base, the following percentages are available:—

	1914.	1915.
Atlantic	98·0	102·2
Eastern	119·7	124·8
Ontario	120·5	120·1
Lake Superior	92·8	79·3
Manitoba	104·1	96·4
Saskatchewan	241·3	219·0
Alberta	118·9	94·3
British Columbia	103·5	78·6

With 1911 as the base the following percentages are available:—

	1914.	1915.
Atlantic	85·7	89·4
Eastern	108·7	112·6
Ontario	109·0	108·7
Lake Superior	84·4	72·2
Manitoba	104·5	96·3
Saskatchewan	102·6	91·9
Alberta	113·1	89·4
British Columbia	90·2	66·9

With 1912 figures as the base, the following percentages are available:—

	1914.	1915.
Atlantic	84·6	88·4
Eastern	96·4	101·2
Ontario	96·3	96·1
Lake Superior	80·1	68·5
Manitoba	79·9	73·7
Saskatchewan	80·5	71·6
Alberta	93·7	16·3
British Columbia	71·8	56·2

When the figures for 1914 and 1915 are analyzed, it will be found that in 1914 the peak load came in August in all the divisions except Alberta, where it was in June. In 1915, different conditions existed. The peak load occurred in August in the Lake Superior Division and the British Columbia Division; in October, in the Eastern, Ontario, Manitoba, Saskatchewan and Alberta Divisions, while it came in December in the Atlantic Division.

The analysis on which this is based may be put in a more detailed way.

Atlantic.—The spread in 1914 was 4,996, while in 1915 it was 3,909. In 1914, the volume was extremely fluctuating from month to month. In 1915, with the exceptions of May and June when there was some falling off, there was a steady progression to December.

Eastern.—The spread in 1914 was 34,045, while in 1915 it was 34,077. In 1914, there was a steady increase from February to August, a slight falling off in that month, and then a sharp decline to December. In 1915, there was a fairly steady movement month by month to November, when there was a 4 per cent falling off in December.

Ontario.—The spread in 1914 was 22,543, while in 1915 it was 27,808. There was, with the exception of February, a steady upward movement from January to August,

and then there was a falling off to December which was about 10 per cent less than January. During 1915, there was a steady upward movement, with slight fluctuations, until October from which point there was a falling off to December representing about 6¼ per cent.

Lake Superior.—The spread in 1914 was 8,110; in 1915 it was 4,234. In 1914, there was an upward movement from April to August and then a falling off. In 1915, there was an upward movement from February to October, and then a falling off.

Manitoba.—The spread in 1914 was 36,620 while in 1915 it was 52,594. There was in 1914 a general increase from January to July; then came a sharp increase in August, then a gradual falling off until November, with a sharp decline in December. The messages sent in August to November represented 43 per cent of the total. In 1915, there was a gradual increase from January to August, then a sharp increase in September, going still higher in October and falling off in December to about the point reached in September. In the months September to December, 48 per cent of the messages were sent.

Saskatchewan.—The spread in 1914 was 15,291, while in 1915 it was 26,014. There was in 1914 a gradual upward movement from January to July, then an increase in August and a falling off from that point to December. In the months August to December 43 per cent of the messages were sent. In 1915, there was a fairly steady upward movement to August, then came a sharp increase in September the increase going higher in October, and although there was a falling off from this point December was on a higher level than August. In the period September to December, 55 per cent of the messages were sent.

Alberta.—The spread in 1914 was 41,061, while in 1915 it was 25,358. There was an increase in 1914 from January to June, then a falling off to December. In 1915, there was a gradual increase from February to October. In the months of September and October, 42 per cent of the messages were sent.

British Columbia.—In 1914 there was a spread of 24,499, while in 1915 it was 12,046. In both years, August was the peak.

Put in a general way, there is on the figures available less seasonal fluctuation in the sections east of the Great Lakes. The importance of the grain crop in the West makes any change in its fortunes quickly felt. While there was an increase in the grain movement in 1915, due to the harvest of that year, no doubt the general average was detrimentally affected by the short crop of the preceding year which lessened the amount of telegraphic business normally to be expected.

The decrease in messages sent during 1915 was almost wholly in the West. There were increases in the Atlantic and Eastern Divisions, a small increase in Ontario—approximately 2,000,—and a decrease in the Lake Superior Division. Taking the gross decrease, the percentages attributable to the section west of the Great Lakes work out as follows:—

Manitoba	14·3%
Saskatchewan	11·3%
Alberta	30·3%
British Columbia	38·3%

That is, of the total decrease these sections represented 94·2 per cent.

XI.

The rate of 25 cents per section or zone is the unit of charge, this charge being for a day message of ten words. The address and signature are not charged for. It has been stated in evidence by Mr. Camp, for the Canadian Pacific, and by Mr.

McMichael, for the Great North Western, that the average telegram would run at least fourteen words, exclusive of address and signature. It was also stated that a statistical check showed that the average number of words in the address, destination and signature exceeded ten. In addition to the rate per ten words, there are extra word charges varying with the message charge for ten words. This will be dealt with later.

As indicative of the method of rate progression used, the following tabular summaries may be referred to, the rates being for a ten word day message:—

From Section 1 to Section 2			$0 50	
" " 1 " " 3			0 50	
" " 1 " " 4			0 75	
" " 1 " " 5			0 75	
" " 1 to Sections 6-14, inclusive			1 00	
From Section 5 to Section 4			0 40	Eastward.
" " 5 " " 3			0 60	Eastward.
" " 5 " " 2			0 60	Eastward.
" " 5 " " 1			0 75	Eastward.
" " 5 " " 6			0 40	Westward.
" " 5 " " 7			0 60	Westward.
" " 5 " " 8			0 60	Westward.
" " 1 to Sections 9-14, inclusive			0 75	

It is recognized that distance is not to the same extent a controlling factor as in freight or in passenger rates. The distance is, of course, one factor; but it has been recognized in the zone principle adopted and the tapering of rates whereby on a transcontinental message the zone system is applied to a still greater extent, that it is justifiable to have reduction of gross rate as the distance increases. By gross rate is meant the sum of the local rates of the various zones through which the message passes. This is recognized to some extent in the case of messages between adjacent zones, for while, in some instances, the sum of the locals is charged, in other cases, e.g., between Sections 5 and 4 and between Sections 5 and 6 a 40-cent rate is charged. The same arrangement is found in the case of a message moving between Sections 13 and 14. Again, ordinarily, where a message moves from one zone through a second into a third, the charge is the sum of the locals. That is, a message so moving between three sections would cost 75 cents. For example, this is the rate from section 1 to section 4—a three-section movement. But in the case of the three-section movement between section 5 and section 3, the rate is 60 cents instead of the sum of the locals which would give 75 cents. A similar condition exists in the movement from section 5 to section 7. Again, in the case of a four-section movement from section 1 to section 5, the message passes through sections 1, 2 and 4 into 5. This on the sum of the locals would give $1 instead of the rate as charged of 75 cents. In the movement from section 5 to section 10, the message passes through sections 5, 6, 7, 8 and 9 into 10. This on the sum of the locals would give $1.50 instead of 75 cents, the rate as charged. Further, the maximum rate of $1 may, on a transcontinental message, cover the movement from Halifax to Vancouver, i.e., a movement through ten sections.

Further modifications are to be found in the case of points which are given special rates. For example, points which are situated on or adjacent to the boundary between two sections receive a special rate adjustment. Kenora, Keewatin and Ingolf are shown as both in section 4 and section 5, with instructions to use the lowest rate. These points are adjacent to the boundary. In effect, there is thus an eastward extension of the territory of the Manitoba section, section 5, as the section rate applies. Calgary is located on the boundary between sections 8 and 11. The single zone rate applies between Calgary and Edmonton. A similar situation exists in regard to the rate between Saskatoon and Calgary.

Reference has been made to the fact that the rate from section 1 to section 4 is on a 75-cent rate, the movement being a three-section one. This is, however, modified by a special rate of 60 cents applying between section 1 and Port Arthur and Fort William.

It thus appears that while the principle of tapering the rate as the distance increases is recognized, the recognition is not uniform.

It further appears, that there is a somewhat complex system of section or blanket rates. First, there is the ordinary local or section rate; then as the distance increases the rate is blanketed over a series of sections so that in actual practice on the longer movements there are rate sections which comprise, as in the examples above cited, as many as six successive sections.

XII.

Various factors which it is claimed are proper to consider in testing telegraph rates and areas have been referred to.

Stress is laid by the companies on the "value of the service" as the proper measure of the reasonableness of the rates involved.

It is contended by the Canadian Pacific that the sole measure of the reasonableness of the rates involved is the value of the service; and, in substance, the contention is advanced that since the service has been made use of at the rate charged, and at the same time the volume of business has increased, this is evidence that the rates as charged are reasonable.

In discussing the "value of the service," the argument of counsel for the Canadian Northern Telegraph Company sets out that there is much competition in the transmission of messages, the various choice of methods of transmission being set out as by mail, telephone, lettergrams, night telegrams, day telegrams; and it is urged that ordinarily the sender of the message may choose any one of these several methods of communication, and that he is, therefore, in his choice governed entirely by the idea of the value of the service of the method of communication chosen.

The argument is in substance that where there are a number of methods of transmission varying in expense, the fact that the transmitter chooses the more expensive service, preferring to pay the amount charged rather than do without the service, is evidence that the charge is reasonable.

The argument assumes that the types of service performed are in substance the same. But they manifestly differ in value. The element of time, the question of expedition, questions whether direct personal conversation is required—these and other factors enter in to differentiate the services. The fact that a man will pay the amount asked for rather than do without the service is evidence of the fact that he will, if compelled, pay the amount charged rather than do without the service; but it has no final bearing on the reasonableness of the charge.

The value of the service in practice, while it may determine the outer boundary of the maximum charge, is limited to something inside of this—what the traffic will bear. The sense in which this latter basis has been applied in connection with the distribution of rate charge is a rate schedule, or ratings in a classification, has been so often set out that it is not necessary to amplify it here. It may be said, however, that while it is a principle or, perhaps more exactly, a practice which may be invoked, for example, in regard to the distribution of rates between low grade and high grade commodities, it is only one of the factors which a regulative tribunal must consider in dealing with the reasonableness of a rate.

The argument that when the individual has a choice of methods of transmission the service rendered by the method of transmission chosen by him is worth the price charged because he prefers the service having such a charge, cannot well be taken as affording a conclusive criterion of reasonableness. It further disregards the fact that the Railway Act following in general, what is laid down in regard to railway transportation has put the regulation of telegraph charges under the jurisdiction of the Board as it has also done, for example, in the case of telephone, express, and sleeping-car service. Had Parliament accepted the fact that a man may haul his goods by

wagon or may ship them by rail and concluded therefrom that the choice of the rail service showed that it had such a value of service that it was worth whatever may be charged therefor, there would have been no regulative power in respect to the limits of rates. Again, a man has the option of shipping L.C.L. lots by freight or by express. The latter affords an expedited service with the incidents of personal supervision, and in certain cases either collection or delivery or both of these services. The fact that the shipper sees fit to accept the more expensive method of shipment is not accepted by Parliament as establishing that the expensive service so shown has a value of service which is inevitably worth the price paid. Similar comment may be made by way of examination of what has been provided in the Railway Act in regard to telephone and sleeping-car service. It might, for example, be urged that a man has the option of travelling in an ordinary passenger coach or in a chair or sleeping car. It might be contended that if a man, having such a choice, saw fit to choose the more expensive service that was conclusive evidence of the value of the service to him of the more expensive service and of the reasonableness of the charge made.

The Railway Act, in its sections granting regulative powers in regard to various utilities, has not seen fit to accept the principle Counsel for the Canadian Northern contends for. In substance, this principle would be that where there is a choice as between services, one or more of which may be within the Railway Act and one or more outside thereof, or where there may be a choice between services which are within the Railway Act, the acceptance of the more expensive service is conclusive evidence of the reasonableness of the charge therefor. This would lead to the conclusion that if there is a choice between telephone service and telegraph service, both of which are within the Railway Act, or between freight and express service, which are similarly situated, then if the rate for one service had been found reasonable any higher rate which a man, desirous of using the second method of service concerning whose rate no finding had been made, might be called upon to pay and would pay sooner than be without the service, would be reasonable. It is sufficient to say that the scheme of the Railway Act does not proceed on this theory of comparative reasonableness which the argument of counsel presents.

XIII.

From the Atlantic to the Pacific there is a $1 rate. This rate covers the advantage of a long distance transmission. Between various points, Vancouver and Montreal for example, there are through wires especially devoted to this long distance business. It is necessary to have relays along such a wire which will give additional battery power, thereby facilitating the long distance transmission. Under ordinary weather conditions, the relays will be called upon to give additional battery power, roughly about every 450 or 500 miles. In favourable weather conditions, battery power will be necessary from intervening relays. The long distance service is complicated and relatively expensive to keep up.

The $1 rate from the Atlantic to the Pacific is, everything considered, a reasonable rate, but certain adjustments and modifications of the lower rates are necessary and justifiable.

The 25-cent rate has been in existence apparently since the beginning of the telegraph business in Canada. Government Counsel consider this rate as not being an unreasonable one. Counsel for the Great North Western submitted some evidence bearing on the contention that the rate was unreasonably low. It was argued that at the time the rate was established the company had no competition in the business, but that subsequently the entrance of a competing telegraph company, the Canadian Pacific, into the business as well as the development of telephone connection, resulted in a subdivision of the business. It is also contended that costs of operation, wages, etc., have been increased.

The Counsel for the Great North Western in printed argument submitted that there should be either a revision of rates or a subdivision of zones in Eastern Canada. A case for such revision of rates or subdivision of zones in the territory in question has not been made out.

As has been pointed out, the general scheme of rates from section to section is built up on the sum of the locals. Where there is a considerable volume of business, the companies have in various instances recognized this by giving rates lower than the sum of the locals.

One factor which should be considered in this connection is that transmission costs do not increase in the same ratio as the particular business handled. The transmission is practically instantaneous and thereby there is not, as has already been pointed out, a volume of costs incidental to the message and following the message in the same way as train operation costs may be said to follow the freight movement. The system of blanketing already indicated whereby the rate groups increase in size with the increase of the rate is, perhaps, a partial recognition of this; but some other readjustments are necessary.

Subject to the $1 rate as a maximum, the existing rates should be revised in accordance with the attached table of reasonable maximum rates.

Sec. A.	Sec. 1.	Sec. 2.	Sec. 3.	Sec. 4.	Sec. 5.	Sec. 6.	Sec. 7.	Sec. 8.	Sec. 11.	Sec. 13.	Sec. 14.	Sec. 9.	Sec. 10.	—
·25	·30	·60	·75	·75	·75	$1·00	$1·00	$1·00	$1·00	$1·00	$1·00	$1·00	$1·00	Sec. A.
	·25	·50	·50	·65	·65	·80	1·00	1·00	1·00	1·00	1·00	1·00	1·00	Sec. 1.
		·25	·40	·40	·55	·70	·80	1·00	1·00	1·00	1·00	1·00	1·00	Sec. 2.
			·25	·50	·55	·70	·80	1·00	1·00	1·00	1·00	1·00	1·00	Sec. 3.
				·25	·35	·50	·65	·75	·80	1·00	1·00	1·00	1·00	Sec. 4.
					·25	·35	·50	·60	·65	·65	·65	·65	·65	Sec. 5.
						·25	·35	·50	·50	·65	·65	·65	·65	Sec. 6.
							·25	·35	·35	·50	·65	·50	·65	Sec. 7.
								·25	·25	·40	·55	·40	·60	Sec. 8.
									·25	·50	·60	·50	·60	Sec. 11.
										·25	·35	·35	·50	Sec. 13.
											·25	·35	·50	Sec. 14.
												·25	·35	Sec. 9.
													·25	Sec. 10.

XIV.

The Grand Trunk Pacific Telegraph Company provides, on account of the different territory traversed, for a somewhat different division of territory into sections from that made use of by the Canadian Pacific.

The Grand Trunk Pacific sections begin with section 2.

Section 2 extends from Quebec to Cochrane.

Section 3 extends from Cochrane to Grant.

Section 4 extends west from Grant to Reddit, Ont., including the Superior Branch to Port Arthur.

Groups 4 to 11, inclusive, are comparable with those of the Canadian Pacific.

British Columbia is divided into four groups, which according to the section maps cover approximately the following territory:—

Group 15 extends from Edson, Alberta, to the western boundary of Alberta. Edson, for rate purposes, is in both section 11 and section 15.

Group 16 extends from the western boundary of Alberta to Vanderhoof, B.C.

Group 17 extends from Vanderhoof to Smithers.

Group 18 extends from Smithers to Prince Rupert.

While from section 1, in Eastern Canada, as referred to earlier, the rate to Vancouver is $1, from section 2 of the Grand Trunk Pacific Telegraph Company, to Prince Rupert, in section 18, the rate is $1.25, this rate being applied to section 17 as well. In connection with the four sections provided for by the Grand Trunk Pacific in respect of its main line mileage, as compared with the two on the main line mileage of the Canadian Pacific in British Columbia, it is to be remembered that from Winnipeg to Prince Rupert is 1,748 miles as compared with 1,470 miles from Winnipeg to Vancouver. Mileages from Winnipeg to given points in the Grand Trunk Pacific sections are illustrative:—

From Winnipeg to Tete Jaune, 1,097 miles, Section 15.
" " Prince George, 1,281 miles, Section 16.
" " Vanderhoof, 1,350 miles, Section 16.
" " Endako, 1,397 miles, Section 17.
" " Perav, 1,470 miles, Section 17.
" " Prince Rupert, 1,748 miles, Section 18.

From Stephen, at or near the boundary of British Columbia, to Vancouver is 524 miles, while from Yellowhead to Prince Rupert is 703 miles. Section 15 begins at Edson which adds 122 miles to the mileage embraced in the four zones, or a total of 825 miles.

Sections 2 and 3 are arranged on the basis of the 25-cent rate per section and there is a 25-cent "jump" between the sections. Sections 4 to 11, inclusive, are on the same tariff scale as the identical Canadian Pacific sections.

Sections 15 and 16 have each a 25-cent local, while 17 and 18 have each a 40-cent local. From section 15 to section 16, the rate is 40 cents, while to sections 17 and 18 the rates are 60 cents and 75 cents respectively. From section 16 to sections 17 and 18 the rates are 50 cents and 60 cents respectively, while between sections 17 and 18 the rate is 50 cents.

Sections 2 and 3 are concerned with new territory along the line of the National Transcontinental. While in general telegraph rates, so far as scales of rates are concerned, have to be looked at from a general standpoint so that a scale for the various telegraph companies concerned in a given territory may be arranged, here there is a line of one company in a new section where traffic has to be developed and where the volume of business must be for some time of necessity slight. Under these conditions, the rates as provided for in the tariffs between these sections and between points in these sections and points in other sections of the Grand Trunk Pacific Telegraph System do not appear to be unreasonable.

Sections 4 to 11, inclusive, lie in a belt of territory where a common scale for all the companies concerned must apply. There is an appreciable volume of traffic in existence and the conditions are not so experimental as in the case of sections 2 and 3. Subject to this exception, the rates in the territory from section 4 to section 11, inclusive, are to comply with the general directions hereafter given.

Sections 15 to 18, inclusive, are located in a territory whose traffic has yet to be developed. The portion of telegraph line concerned is isolated from that of other lines; so, while in general the creation of telegraph rates must be looked at from the standpoint of a general scheme of rates, here the particular facts of this particular section may and must be considered.

An idea of existing conditions and the volume of telegraph business at present offering may be obtained from a comparison of the rates charged by the Government Telegraph System with those set out in the Grand Trunk Pacific tariffs. While the latter are set out by sections, the tariff of the Government System appears to a greater extent to be concerned with a distance basis. In so far as comparisons can be made

on the two systems between points on the railway or between points on the railway and points contiguous thereto, the following summary may be referred to:—

	Government Rate.	G.T.P.	
Prince Rupert—Hazelton	$0 75	$0 40	(Section 18)
Morricetown	1 00	0 40	(Section 18)
Lorne Creek	0 75	0 40	(Section 18).
Frazer Lake	1 25	0 50	(Section 18 to Section 17).
Telkwa	0 75	0 50	(Section 18 to Section 17)
Burns Lake	1 25	0 50	(Section 18 to Section 17)
Burns Lake—Morricetown	0 50	0 40	(Section 18)
Telkwa—Fraser Lake	0 75	0 40	(Section 17).
Burns Lake—Lorne Creek	1 00	0 50	(Section 18 to Section 17)

Of the Government telegraph rates above set out, those between Hazelton and Prince Rupert and between Telkwa and Prince Rupert are special rates forming exceptions from the local tariff.

Points of comparison between section 18 and section 16, along the line of railway, are not available. Soda Creek, on the Government System, has a rate of $1.50 from Prince Rupert, while the Grand Trunk Pacific has a rate of 60 cents for messages between sections 18 and 16. Soda Creek is situated at considerable distance south of the railway and nothing final can be built on the comparison. No points within section 15 are contained in the Government local tariff; so comparison cannot be made here.

The rates charged by the Government Telegraph System are not, of course, conclusive as to what is reasonable, except in so far as conditions are identical; but they afford evidence pointing that way. In so far as there are differences in the nature of the construction and the cost of upkeep, it is pertinent to consider these as well as other material differences. Comparing pole mileage and wire mileage, the Government Telegraph System in British Columbia averages 2·7 wires per pole, while the railway system averages 4·4 wires.

In so far as cost of construction is concerned, the railway system being built along with the railway had the advantage of greater ease in the distribution of material and handling of supplies, with a consequent opportunity for economy in initial costs, as compared with the Government System. Against this is to be balanced the fact that the Government System is, in places at least, of light construction, while the railway telegraph system is admitted to have the most modern and up-to-date construction. The expense of this construction is evidenced in the fact that, for example, on section 4 of the Mountain Division, from Prince Rupert east, the cost of blasting for post-holes in some cases was $113.73 per mile. On section 4 of the Mountain Division, the railway telegraph system cost $606.93 per mile. It may also be noted that 40·5 per cent of the wire mileage of the railway system is copper, while only three one-hundredths of one per cent of the Government System is constructed of this material.

The valuation given for the Government telegraph lines in the Telegraph Statistics, as published by the Department of Railways and Canals, shows a total of $2,411,550. This gives a general average of $244 per pole mile for the whole system. The figures as given do not differentiate for the system by provinces. If the figures were available, there would undoubtedly be a higher figure per mile in British Columbia since, while the general average per pole mile of the system is 1·4 wires, in British Columbia the average is, as has been pointed out, 2·7.

The Government Telegraph System was built as a telegraph system pure and simple. In the case of the railway, there is a double use. In the first instance, there is a railway service and the commercial use is, so to speak, a by-product. This must be taken into account in connection with other factors in considering how far within the limits which the Government has found reasonable, due consideration having been given to the traffic offering, the rates of the railway telegraph system should, with a view to what is reasonable, be placed.

The Government telegraph rates have, as has been indicated by the examples, been in general built up on distance. This is subject to special rates being given between certain points. The railway telegraph rates are built upon a zone system whereby within zones as well as between zones the disadvantages of distance are equalized in a flat price.

Consideration must be given to the fact that the section in question is just in its beginning. That volume of traffic which is admittedly important in bringing about reductions in rates and which is advanced by the companies themselves as a justification of special reductions, is not present. The Government rates afford one index of this.

Under the existing circumstances, and for the time being, the division of this section of territory into four sections is justifiable.

The 25-cent local rate is general in Canada. Within sections 15 and 16, the 25-cent rate is provided for. No good reason appears why the same local rate should not apply within section 17 and within section 18. The other rates as between sections may, until changed conditions justify reduction, if any, remain as provided for in the tariffs.

Subject to what is above set out, the Grand Trunk Pacific should have the same rate scale and section areas as laid down in the general directions.

XV.

It is the practice of the companies in the case of points located practically on the boundary lines of the sections to provide that these points shall be in both the sections divided by the boundary line, according as the rate is lower. Examples of this have been given in earlier connections. The same arrangement should be continued in the readjustment of the rate areas as directed.

As incidental to the handling of messages, the evidence is that the telegraph companies have provided for free delivery limits in practically all the cities of Canada. Rule 49 of the Canadian Pacific Tariff Book provides that "telegrams will be delivered free within what are considered the corporate limits of towns or villages. Beyond the free delivery limits only the actual cost of delivery service must be collected." The same regulation is to be found in Rule 73 of the Great North Western Tariff Book, and in Rule 61 of the Grand Trunk Pacific. The question to what extent delivery limits may be established is one which must be dealt with by the company, subject to its actions not being discriminatory.

Within sections 1, 2 and 3, there is a provision for a rate of 15 cents, day or night, applying within a distance of 12 miles. It is suggested that this arrangement be made general. The evidence is that this rate is not made use of and that it is in fact a paper rate. A paper rate is not a measure of unjust discrimination, and the question of whether the rate may be justifiably extended to other sections which show no evidence as to a traffic demand, for it is a question of traffic expediency for the company to deal with; for the establishment of experimental rates to develop business is a matter which falls within the company's discretion.

British Columbia News Co. v. Express Traffic Association, 13 Can. Ry. Cas., 177.

In section A and section 1, the excess word rate is 1 cent; in all other sections it is 2 cents per word. The excess word rate in each section should be 1 cent.

As already set out, the rates in the territory embraced in Grand Trunk Pacific sections 4 to 11 are to be the same as those in the adjoining sections 4 to 11 of the Canadian Pacific territory, and the same excess word rates will therefore apply. In the case of messages from sections 2 or 3 into this territory and vice versa, and in similar movements as between sections 15 to 18, inclusive, and this territory, the

excess word rates appropriate to the day rates provided for in the Grand Trunk Pacific tariffs may apply as maxima.

Where there is a movement between exclusive offices involving the carriage of a message over two lines, it is recognized that there are costs additional to those pertaining to a message handled by a single company between two points on its own system. At the same time, it is not reasonable that the sum of the full locals should be charged. The companies should, therefore, provide in their tariffs to cover such a movement over two lines, or more than two lines if such case there be through rates substantially less than the sum of the locals.

The section system is modified as to the transition from one section to another by the 100-mile rule. As provided for in the Canadian Pacific tariffs, this is that a higher rate than 25 and 2—i.e., 2 cents per excess word—will not be charged between offices that are not more than 100 miles apart by wire mileage, no matter in what different sections these may be. This does not apply in the case of offices east of section 1. A similar arrangement is in existence in the case of the Great North Western, although it is not properly provided for by tariff. The Grand Trunk Pacific telegraph tariffs carry the notation: "A higher rate than 25 and 2 will not be charged between offices that are not more than 100 miles apart (by wire)."

It is suggested that this distance should be increased to 250 miles. The 100-mile distance is something added to the rate section in order to ease the sharp transition from one section to another. It is a concession compared with what is done in freight rate practice; for while there in the case of rates grouped on producing points the attempt is made to have the group rates break between producing points, none the less there is the sharp transition from group to group which is inseparable from the difference in rate. The same thing is presented in any freight tariff where there is a mileage grouping basis, the rate advancing by groups of miles. The 100-mile rule is a reasonable concession to meet this situation in telegraphic transmission, and an addition to it at present is not justified. The arrangement as at present provided for is reasonable and should be continued.

Night rates cover telegrams filed before midnight to be transmitted some time during the night at the convenience of the telegraph company, and delivered in the morning.

The deferred message service thus carried on has a lower basis than that of the day message, but is related to it.

While there is a convenience to the sender because of the lower rate basis, there are also advantages to the company. There tends to be an additional volume of business attracted by the rates so offered; and in addition it enables a more economical utilization of the company's operating staff since it is able to distribute the burden during both day and night.

It was stated by Mr. Camp, in evidence, that the practice of having night rates had existed, so far as his company was concerned, ever since the Canadian Pacific Telegraph Department had been in existence.

The Canadian Pacific gives detail for rate groups advancing by 5, 10 and 15 cent steps. For purposes of summary presentation the 25, 30, 40, 50, 60, 75 cents and $1 rate may be taken. To this may be added a $1.25 rate to cover the extreme range within Canada of the Grand Trunk Pacific telegraphs. The rates for night rates and for night lettergrams are as follows:—

Where Day Rate is.	Night Rate is.	Night Lettergram is. First 50 Words.	Night Lettergram is. Each Additional 10 Words or less.
$0 25—1	$0 25—1	$0 25	$0 05
0 25—2	0 25—1		
0 30—2	0 25—1		
0 40—2	0 30—2	0 40	0 08
0 50—3	0 30—2	0 50	0 10
0 60—4	0 50—3	0 60	0 12
0 75—5	0 60—4	0 75	0 15
1 00—7	0 75—5	1 00	0 20
1 25—8	1 00—7	1 25	0 25

In the case of the Canadian Pacific, the Great North Western and the Grand Trunk Pacific, each company has night rates applicable between offices on its respective system. The Great North Western has night rates between all its offices and those of the Western Union. In general, the night rate message has the same word basis as the day rate message, viz., 10 words. Attention was drawn to the fact that in section 1 and in the Maritime Provinces 25 words can be sent at night for the day rate, while in the other sections 10 words can be sent. As, however, as pointed out in the next paragraph, there are in these other sections, as in the sections in question, night lettergram arrangements whereby 50 words may be sent for the day rate, it does not appear necessary to follows this phase of the matter further.

There has come into existence of recent years the night lettergram arrangement whereby a deferred message service of greater volume, catering especially to business needs, is available. The Canadian Pacific tariff books provide that night lettergrams may be accepted for all checked direct offices in Canada and the United States, i.e., all Canadian Pacific offices in Canada and all postal telegraph offices in the United States. The Great North Western will accept night lettergrams for points on its own lines and for points on the lines of the Western Union. It also accepts such messages for "other line" offices. From a check, it appears that this covers practically all "other line" points in Canada. The Grand Trunk Pacific has night lettergram rates between all offices on its system.

It does not appear that there is any such condition existing as to require at present any specific direction being made.

XVI.

The matter of public notice being given as to the tariffs applying on messages is covered by Order No. 6679 of March 26, 1909, which provides *inter alia*:—

> "And it is further ordered that every such telegraph company deposit and keep on file at each of its offices or stations where telegrams are received for transmission, in a convenient place, open for the inspection of the public during office hours, a copy of each of its tariffs in use thereat; and post a notice at each office or station, prominently and in large type, informing the public that the company's tariffs of telegraph tolls in use at the said office or station are open to inspection and may be seen upon application to the operator or other person in charge; and by general order direct its employees to produce, on request, any particular tariff in use at that office or station which any applicant may desire to inspect."

XVII.

While the present investigation is concerned with the reasonableness of the maximum rates on commercial land messages, it is submitted by Government counsel, in their argument, that the present basis of cable rates is unfair to western points. It is stated that from as far west as Kenora a cable can be sent to Great Britain for 25 cents a word; that out of this the Canadian Pacific gets 4 cents a word for taking the message to Canso, and the balance of 21 cents goes to the cable company. If, on the other hand, the message originates in, say Manitoba, the charge is 34 cents, of which the cable company gets 25 cents a word and the Canadian Pacific gets 9 cents a word. It is pointed out that on messages from further west 12 cents per word is received by the Canadian Pacific as its proportion, and this is stated to be out of proportion to the commercial land rates as at present existing.

While code words may be used in ordinary commercial land business, the evidence is that they are used to a much greater extent in cable business.

Under the International Telegraph Service Regulations, code words must not be longer than ten characters according to the Morse alphabet, this being subject to the restriction that "the words whether genuine or artificial must be formed of syllables capable of pronunciation according to the current usage of one of the following languages: German, English, Spanish, French, Dutch, Italian, Portuguese, or Latin."

To the extent that there is a greater use of code words in cable business there is greater difficulty in transmission, not only on account of the code words being longer, on the average, than plain language words, but also on account of their being code words errors in spelling are less easily checked. Aside from the advantage of business secrecy attaching to the use either of code or of cipher, the fact that the address and signature are not free as in the case of land business, makes for the use either of code or of cipher as giving the maximum amount of transmission in the minimum bulk of message. It does not appear that the two types of business are properly comparable.

The matter of control over cable business was dealt with in 9-10 Edw. VII, chap. 57. Under this, provision was made for including cable service within the purview of the word "toll," as defined in chapter 61 of the statute of 1908. Provision was also made for the inclusion within "traffic," as defined in the last-mentioned statute, of cable messages "transmitted from Canada to any other country by means of any marine electric telegraph or cable line; or, to Canada, or from any other country by the like or similar means; or, through or into, or from any part of Canada by means of any marine electric telegraph or cable lines acting in conjunction with marine electric telegraph or cable lines, by means of a through route or otherwise."

The Act in question was to come into force upon similar provision being made by the proper authority in the United Kingdom and upon proclamation of the Governor in Council.

The Act has not yet come into force and the Board has no jurisdiction.

It is alleged that the basis used is a wrong one, as the cable company "performs no additional service" as between the 25 cent rate and the 34 cent rate. Having no jurisdiction, the Board is not empowered to deal with the question of the "additional service," if any, performed by the Cable Company. What is involved is the question of a division of a through rate between a company over which the Board has jurisdiction and one over which it has none. The division of a through rate as between companies is primarily an inter-company matter and does not directly concern the public. What does concern the public is whether the total rate is reasonable. While comparisons have been made between the land haul portion of the through cable rate and the commercial message rate, such identity in character as would be necessary to make this conclusive is not shown, and justification for revision of the land haul portion of the cable rate is not established.

XVIII.

The matter of forms which was undertaken prior to the present investigation, and which of necessity has stood with it, will be dealt with separately.

XIX.

Tariffs carrying into effect the directions herein contained to be filed so as to be effective within 90 days from the issuance of the order.

Concurred in by Assistant Chief Commissioner Scott and Mr. Commissioner Goodeve.

SESSIONAL PAPER No. 20c

Judgment, Chief Commissioner Drayton, March 29, 1916:

Commissioner McLean has written a very full and complete judgment in this matter, has done much research work, and made numberless calculations upon a difficult question.

While I had not the advantage of being in this case at its inception, I entirely agree with the reductions that he makes.

Although it may be said that Winnipeg, for example, is not practically injured by the fact that Montreal may be able to despatch a message at a lower rate into certain territory, owing to the fact that in no sense are the business activities of either city competitive one against the other in such territory, nevertheless, there would seem to be no reason why telegraph charges should not be based to a greater extent on distance than they have in the past.

I agree that as a matter of practical administration, for reasons set out in Mr. McLean's judgment, zone rates of necessity must be adopted, and zone rates as a matter of fact are the rates submitted by Government counsel. Nevertheless the question of distance as urged by Mr. Pitblado should be given greater consideration in settling zone areas than at the present.

The Board, however, is faced with the difficulty created by the Special Act referred to in the judgment, enforcing as it does the continuance of the large areas of section 1. The discrimination complained of is the result of the spread of that section. I entirely agree, however, that the record and financial conditions disclosed do not justify the Board in adopting the size of this section as the standard for the whole rate structure.

In any system of zones there are, of course, anomalies, which, however, would be reduced if the zones approached each other more nearly in dimension. For example, in eastern Ontario a telegram from North Bay to Sault Ste. Marie, a distance of 258 miles, is carried for 50 cents, while as a result of irregular sections, and the disproportionate size of section 1, the charge from North Bay to Quebec is 25 cents.

In like manner, the rate from Toronto to Sault Ste. Marie, a distance of 442 miles, is 50 cents, while under Mr. McLean's judgment the rate from Winnipeg to Prince Albert, 541 miles, or to Saskatoon or Regina, is 35 cents.

The effect of the judgment, of course, is to reduce the rates of zones to a parity, not only in the initial charge, but also in extra words, so that any question of discrimination between zone and zone will disappear.

The effect of the large zone in the east may again plainly be illustrated by the fact that the charge for a telegram from Winnipeg to North Bay is 75 cents, while the same wire is carried at the same rate to Quebec, and indeed to St. John. Under the judgment, the rate from Winnipeg to Fort William becomes 35 cents. This may be compared with the 35 cent rate from Minneapolis and St. Paul to Chicago, the mileage being practically the same.

APPENDIX "D."

SIR,—I have the honour to submit for the Eleventh Report of the Board, a memorandum of the freight, passenger, express, telephone, sleeping and parlor car, and telegraph schedules filed with the Board from November 1, 1904, to March 31, 1915, and and from April 1, 1915, to March 31, 1916, inclusive; also of the more important orders relating to traffic issued by the Board from April 1, 1915, to March 31, 1916.

SCHEDULES RECEIVED FROM NOVEMBER 1, 1904, TO AND INCLUDING MARCH 31, 1915.

FREIGHT—			
Local tariffs	8,510		
Supplements	19,055	27,565	
Joint tariffs	18,093		
Supplements	56,082	74,175	
International tariffs	79,738		
Supplements	246,197	325,935	
			427,675
PASSENGER—			
Local tariffs	7,706		
Supplements	8,957	16,663	
Joint tariffs	4,697		
Supplements	8,335	13,032	
International tariffs	13,028		
Supplements	21,030	34,058	
			63,753
EXPRESS—			
Local tariffs	4,795		
Supplements	51,683	56,478	
Joint tariffs	3,470		
Supplements	11,658	15,128	
International tariffs	1,767		
Supplements	959	2,726	
			74,332
TELEPHONE—			
Local tariffs	912		
Supplements	872	1,784	
Joint tariffs	2,221		
Supplements	4,534	6,755	
International tariffs	427		
Supplements	5,808	6,235	
			14,774
SLEEPING AND PARLOR CAR—			
Local tariffs	56		
Supplements	58	114	
Joint tariffs	28		
Supplements	60	88	
International tariffs	44		
Supplements	114	158	
			360
TELEGRAPH—			
Tariffs	99		
Supplements	99		198
Combined totals, all schedules			581,092

SESSIONAL PAPER No. 20c

SCHEDULES RECEIVED FROM APRIL 1, 1915, TO AND INCLUDING MARCH 31, 1916.

FREIGHT—			
Local tariffs	1,156		
Supplements	2,147	3,303	
Joint tariffs	3,431		
Supplements	6,372	9,803	
International tariffs	11,599		
Supplements	27,966	39,565	
			52,671
PASSENGER—			
Local tariffs	1,639		
Supplements	2,095	3,734	
Joint tariffs	1,450		
Supplements	2,306	3,756	
International tariffs	2,028		
Supplements	5,523	7,551	
			15,041
EXPRESS—			
Local tariffs	128		
Supplements	449	577	
Joint tariffs	190		
Supplements	378	568	
International tariffs	1		
Supplements	2	3	
			1,148
TELEPHONE—			
Local tariffs	56		
Supplements	176	232	
Joint tariffs	30		
Supplements	1,776	1,806	
International tariffs	1		
Supplements	822	823	
			2,861
SLEEPING AND PARLOR CAR—			
Local tariffs	9		
Supplements	17	26	
Joint tariffs	8		
Supplements	13	21	
International tariffs	17		
Supplements	79	96	
			143
TELEGRAPH—			
Tariffs	3		
Supplements	13	.....	16
Combined totals, all schedules			71,880
GRAND TOTAL			652,972

SUMMARY OF TRAFFIC ORDERS OF GENERAL INTEREST ISSUED DURING THE YEAR ENDED MARCH 31, 1916.

No. 23475, April 3, 1915. Approves of agreement for the interchange of telephone services between the Bell Telephone Company and the Erie Telephone Company, Limited.

No. 23497, April 8, 1915. Extends to the annexed district formerly known as North Toronto, the tolls charged by the Bell Telephone Company of Canada within the limits of the Toronto Exchange.

No. 23533, April 12, 1915. Temporarily approves the Toronto, Hamilton & Buffalo Railway Company's new form of livestock special contract.

No. 23550, April 14, 1915. Approves an amended standard tariff of maximum freight rates, C.R.C. No. 3, to apply between the stations of the Salisbury & Albert Railway Company.

No. 23553, April 16, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of North Easthope.

No. 23570, April 16, 1915. Approves Supplement No. 7 to the Express Classification for Canada No. 3.

No. 23571, April 19, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Sutton & North Gwillimbury Telephone Company, Limited.

No. 23572, April 21, 1915. Reduces the rate on alfalfa meal, in carloads, from Enderby, B.C., to Duncan, B.C., and thereby establishes a basis for fixing freight rates on alfalfa meal to Vancouver Island points.

No. 23581, April 20, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Ivy Thornton Telephone Company, Limited.

No. 23584, April 21, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Aberdeen-Plummer Centre Line Telephone Association, Limited.

No. 23631, April 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Rose Mutual Telephone Association.

No. 23632, April 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Woodbridge & Vaughan Telephone Company, Limited.

No. 143 (General Order) April 29, 1915. Requires railway companies to refund to ticket holders, within thirty days from demand in the case of single line tickets, and within sixty days in the case of joint tickets, the cost of the said tickets if unused in whole or in part, less the regular fare for the distance for which such tickets may have been used, and imposing a penalty for default.

No. 144 (General Order) April 29, 1915. Amends sub-section (*c*) of Section 5 of the Express Merchandise Receipt so as to make express companies liable for loss of or damage to express freight caused by negligence of the railway companies upon whose line the express companies operate. Also prescribes labels to be affixed to express shipments so as clearly to show whether the express charges are prepaid by shipper or are payable by consignee.

No. 23691, May 14th, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Lennox Telephone Company, Limited.

No. 23692, May 14, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Mount Albert Telephone Company, Limited.

No. 23709, May 19, 1915. Approves the standard tariff of maximum freight rates, C.R.C. No. 1, to be charged between the stations of the Glengary and Stormont Railway Company.

No. 23710, May 19, 1915. Approves the standard tariff of maximum passenger fares, C.R.C. No. 1, to be charged between the stations of the Glengarry and Stormont Railway Company.

No. 23758, May 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Innisfail Telephone Company, Limited.

No. 23819, June 9, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Tuckersmith.

No. 23854, June 14, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Otonabee.

No. 23860, June 16, 1915. Approves a form of special contract, or release of responsibility, of the Canadian Pacific Railway Company, in connection with the carriage of perishable freight in cold or stormy weather on the company's western lines.

No. 23861, June 15, 1915. Approves a standard tariff of maximum freight rates, C.R.C. No. 21, to be charged between the stations of the Moncton and Buctouche Railway Company.

No. 23862, June 15, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Farrellton Rural Telephone Company, Limited.

No. 23866, June 17, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Moore.

No. 23875, June 18, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of McKillop.

No. 23894, June 22, 1915. Prescribes conditions for the carriage of flax seed in bulk at owner's or carrier's risk of leakage, respectively, and disallows the conditions heretofore imposed by the railway companies.

No. 23900, June 26, 1915. Approves the standard tariffs of maximum freight and passenger tolls to be charged between the stations of the London and Port Stanley Railway Company.

No. 23901, June 23, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and Hogg and Lytle, Limited.

No. 23914, June 28, 1915. Further extends, until December 1st, 1915, the time limited by section 4, chap. 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada west of North Bay, also between points west of North Bay and points east thereof and east of and including Windsor, Ont., charged by the Great North Western Telegraph Company of Canada.

No. 23916, June 28, 1915. Further extends, until December 1st, 1915, the time limited by Section 4, Chapter 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada west of and including Sudbury, also between points west of Sudbury and points east thereof and east of and including Windsor, Ont., charged by the Canadian Pacific Railway Company's Telegraphs.

No. 23918, June 28, 1915. Further extends, until December 1st, 1915, the time limited by Section 4, Chapter 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada except between local offices on the Ottawa division, and between them and Swanton, Vermont, charged by the Grand Trunk Pacific Telegraph Company.

No. 23919, June 28, 1915. Further extends, until December 1st, 1915, the time limited by Section 4, Chapter 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada, charged by the White Pass and Yukon Route.

No. 23920, June 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and La Compagnie de Téléphone de Beauce.

No. 23921, June 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the People's Mutual Telephone Company, Limited.

No. 23927, July 2, 1915. Suspends and disallows tariffs of the railway companies providing for a charge of $2.50 for cleaning and disinfecting single deck stock or box cars, and $4 for double deck stock cars.

No. 23934, July 2, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Chinguacousy.

No. 23944, July 5, 1915. Requires the construction of an interchange track in the Town of Cobourg, Ont., between the Grand Trunk and Canadian Pacific Railways.

No. 23953, July 5, 1915. Requires the Grand Trunk and Grand Trunk Pacific Railways to publish a rate of 3½ cents per 100 lbs. on brick from Milton, Terra Cotta, Cheltenham, and sidings between Milton and Campbellville, to Toronto.

No. 146 (General Order), July 7, 1915. Prescribes regulations covering (A) Joint Tariff Concurrences; (B) Filing of Joint tariffs to United States points or to Canadian points through the United States, and (C) tariff changes and suspensions.

No. 23960, July 7, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Hamilton Rural Telephone Company, Limited.

No. 23964, July 9, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the St. Marys, Medina and Kirkton Telephone Company, Limited.

No. 23990, July 16, 1915. Requires the Dominion Atlantic Railway to furnish bills of lading for the actual number of barrels of apples loaded by shippers in cars from warehouses within one hundred yards of agency stations instead "shipper's count" bills of lading as heretofore.

No. 23991, July 17, 1915. Requires the Bell Telephone Company to charge the residence rate instead of the business rate for telephone furnished the Rev. H. Deroches of Quebec City.

No. 23996, July 22, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Rochester.

No. 23997. July 22, 1915. Approves a release of responsibility, Special Contract, of the Grand Trunk Pacific Railway Company, in connection with the transportation of perishable freight in cold or stormy weather.

No. 24007, July 20, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Haldimand Rural Telephone Company, Limited.

No. 24027, July 31, 1915. Permits the Canadian Pacific and Grand Trunk Railways to increase the rate on building brick from Cooksville, West Mimico, and Port Credit, to Toronto, from 2½ cents to 3 cents per 100 lbs., subject to the proviso that such rates shall include track delivery at all Toronto terminal points.

No. 24034, July 30, 1915. Requires express companies to omit from consignee's receipt for goods delivered, such words as "in good order," or "in apparent good order," with liberty reserved to the consignee to qualify his receipt in accordance with the facts as to condition of freight.

No. 24039, August 3, 1915. Requires the Canadian Northern Railway to accept from the Grand Trunk Railway, at Lyn, Ont., less than carload shipments of goods for forwarding to Canadian Northern Railway points.

No. 24040, August 3, 1915. Requires the Canadian Pacific Railway to amend its distributing tariff from Winnipeg, St. Boniface, Paddington and North Transcona, so as to apply the same rates to Two Creeks, Man., as to Elkhorn, Man.

No. 24047, July 26, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of North Colchester.

No. 24051, August 4, 1915. Requires the Canadian Northern Express Company to restore its collection and delivery service at Athens, Ont.

No. 24052, August 5, 1915. Approves the Standard Maximum Tariff of Parlor Car Tolls, C.R.C. No. S—1, of the Halifax and South Western Railway Company.

No. 24073, August 12, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Campbell's Bay Rural Telephone Company, Limited.

No. 24074, August 11, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Zorra Telephone Company, Limited.

No. 24075, August 11, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the North Huron Telephone Company, Limited.

No. 24097, August 16, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Molesworth Independent Telephone Company, Limited.

No. 24098, August 16, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the South Plantagenet Rural Telephone Company, Limited.

No. 24102, August 19, 1915. Allows increased rates on pulpwood from Canadian Pacific and Grand Trunk Railway shipping points to Mechaniesville, N.Y., via Boston and Maine Railroad, and rescinds Order No. 23020, dated December 22, 1914.

No. 24103, August 19, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Plummer Additional.

No. 24126, August 30, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Muskoka, Victoria and Haliburton Telephone Company, Limited.

No. 24127, August 30, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Noisy River Telephone Company, Limited.

No. 24128, August 26, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Mornington and Wellesley Telephone Company, Limited.

No. 24129, August 29, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the South Bruce Rural Telephone Company, Limited.

No. 24130, August 26, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the New Dundee Rural Telephone Company, Limited.

No. 24132, August 28, 1915. Approves a Release of Responsibility Special Contract of the Canadian Northern Railway Company, in connection with the transportation of perishable freight in cold or stormy weather.

No. 148 (General Order) September 1, 1915. Authorizes the railway companies in Alberta and Saskatchewan to endorse on bills of lading amounts advanced by the Government, by way of relief, in connection with shipments of seed grain, etc., under the authority of Order in Council, dated July 23, 1915.

No. 149 (General Order) September 14, 1915. Provides regulations covering connection between the Bell Telephone Company and independent telephone companies.

No. 24188, September 18, 1915. Approves Supplement No. 5 to Canadian Freight Classification No. 16.

No. 24200, September 20, 1915. Approves the Canadian Northern Railway Company's Standard Maximum Freight Mileage Tariff, C.R.C. No. W.—862.

No. 24225, September 28, 1915. Approves Kettle Valley Railway Company's Standard Maximum Passenger Tariff of Sleeping and Parlor Car Tolls, C.R.C. No. S—2.

No. 24254, October 2, 1915. Approves the Canadian Northern Railway Company's Maximum Passenger Tariff, C.R.C., No. W—1283, at three cents a mile, Edmonton,

Alberta, to and including Tollerton, Alberta, and four cents a mile west of Tollerton to and including Vancouver, British Columbia.

No. 24285, October 5, 1915. Approving an agreement for the interchange of telephone services between the Bell Telephone Company and the Warwick Telephone Company.

No. 24286, October 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Schomberg Telephone Company, Limited.

No. 24287, October 5, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and Municipal Corporation of the Township of Widdifield.

No. 24288, October 5, 1915 Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Prescott Rural Telephone Company, Limited.

No. 24289, October 5, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Municipal Corporation of the Township of Colborne.

No. 24290, October 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Russell Rural Telephone Company, Limited.

No. 24291, October 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Belmont Telephone Co-Operative Association, Limited.

No. 24292, October 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Mount Forest, Wellington & Grey Telephone Company, Limited.

No. 24318, October 15, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Southwold & Dunwich Telephone Association, Limited.

No. 24341, October 18, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Fingal Telephone Company, Limited.

No. 24342, October 18, 1915. Approves Edmonton, Dunvegan & British Columbia Railway Company's Standard Maximum Sleeping and Parlor Car Tariff, C.R.C. No. S—1.

No. 24348, October 20, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the McKillop, Logan & Hibbert Telephone Company, Limited.

No. 24354, October 22, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Lake of Bays & Haliburton Telephone Company, Limited.

No. 24355, October 22, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Beeton Telephone Company, Limited.

No. 24357, October 25, 1915. Approves Canadian Northern Railway Company's Standard Maximum Tariffs of Sleeping and Parlor Car Tolls, C.R.C. No. E. S-2, to apply on the Company's eastern lines, and C.R.C. No. W S-8, to apply on the Company's western lines.

No. 24358, October 25, 1915. Approves Standard Tariff of Maximum Express Tolls, C.R.C. No. 834, to apply on the Mountain Division of the Canadian Northern Express Company, west of Tollerton, Alberta.

No. 24370, October 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the West Williams Rural Telephone Association, Limited.

No. 24374, October 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Nelson Telephone Company, Limited.

No. 24376, October 28, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the People's Telegraph & Telephone Company, Limited.

No. 152 (General Order), November 2, 1915. Prescribes tolls for refrigerator cars furnished for the carriage of vegetables.

No. 24395, November 2, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Barton & Binbrook Telephone Company, Limited.

No. 24406, November 5, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Lanark & Carleton Counties Telephone Company, Limited.

No. 24407, November 5, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Rural Telephone Company of Kitley, Limited.

No. 24408, November 5, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Bracebridge & Muskoka Lakes Telephone Company.

No. 24428, November 10, 1915. Approves Standard Mileage Tariff of Maximum Tolls, C.R.C. No. 1, of the Central Canada Express Company, operating on the Edmonton, Dunvegan & British Columbia Railway.

No. 154 (General Order), November 10, 1915. Requires railway companies to publish in commodity tariffs specific ratings on cream pasteurizers, coolers, etc., pending issue of new classification.

No. 155 (General Order), November 15, 1915. Prescribes a toll of 75 cents for cleaning and disinfecting, or disinfecting, cars used for the transportation of livestock.

No. 24436, November 11, 1915. Authorizes the Canadian Pacific Railway to charge special tolls for the detention of cars loaded with western grain and held more than 72 hours at Cartier, Ont., for orders.

No. 24456, November 19, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Yarmouth Rural Telephone Company, Limited.

No. 24457, November 18, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the corporation of the township of Tay.

No. 24458, November 18, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Bolton Telephone Company, Limited.

No. 24462, November 19, 1915. Requires the Grand Trunk and Canadian Pacific Railway Companies to sell tickets for the Canadian Northern Railway on the train floor in Union Station, Toronto.

No. 24476, November 22, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Goodwood Rural Telephone Company, Limited.

No. 24487, November 24, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the New Glasgow Telephone Company, Limited.

No. 24488, November 24, 1915. Authorizes the Canadian Pacific Railway to make a charge of $1.75 per car for switching cars between the dock and team-tracks and private sidings at Kelowna, B.C.

No. 24491, November 27, 1915. Further extends, until July 1, 1916, the time limited by Sec. 4, Chap. 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada, except between local offices on the Ottawa Division, and between them and Swanton, Vermont, charged by the Grand Trunk Pacific Telegraph Company.

No. 24492, November 27, 1915. Further extends, until July 1, 1916, the time limited by Sec. 4, Chap. 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada west of and including Sudbury, also between points west of Sudbury and points east thereof and east of and including Windsor, Ont., charged by the Canadian Pacific Railway Company's telegraphs.

No. 24493, November 27, 1915. Further extends, until July 1, 1916, the time limited by Sec. 4, Chap. 61, 7-8, Edward VII, for the approval of tolls for the transmission of telegraph messages between points in Canada, charged by the White Pass and Yukon route.

No. 24507, November 29, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Ernestown Rural Telephone Company, Limited.

No. 24508, November 29, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and La Compagnie de Telephone Rural de Ste. Sabine.

No. 24510, November 30, 1915. Further extends, until July 1, 1916, the time limited by Sec. 4, Chap. 61, 7-8 Edward VII, for the approval of tolls for the transmission of messages between points in Canada west of North Bay, also between points west of North Bay and points east thereof and east of and including Windsor, Ont., charged by the Great North Western Telegraph Co., of Canada.

No. 24534, December 4, 1915. Approves an agreement for the interchange of telephone services between the Bell Telphone Company and La Compagnie de Telephone, Ste. Cecile de Whitton.

No. 24535, December 4, 1915. Approves an agreement for the interchange of telephone services between the Bell Telphone Company and the Wroxeter Rural Telephone Company, Limited.

No. 24536, December 4, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Norfolk County Telephone Company, Limited.

No. 24537, December 4, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Aldborough Farmers' Telephone Association, Limited.

No. 24538, December 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Hawthorne Hill Rural Telephone Company, Limited.

No. 24539, December 4, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Conn Telegraph Company, Limited.

No. 24540, December 6, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Prescott Rural Telephone Company, Limited, and rescinds Order No. 24288.

No. 24532, December 9, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and La Compagnie de Telephone de Contrecoeur.

No. 24566, December 7, 1915. Prescribes the toll to be charged for telephone services to clergymen, religious institutions.

No. 24573, December 10, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Camden Independent Telephone Company, Limited.

No. 24574, December 10, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Urban and Rural Telephone Company, Limited.

No. 24588, December 22, 1915. No. 24724, February 14, 1916. Disallow the withdrawal by the Canadian Pacific, Grand Trunk, and Grand Trunk Pacific Railway Companies from participation in certain joint freight tariffs with the Canadian Northern Railway Company.

No. 24594, December 22, 1915. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Consolidated Telephone Company, Limited.

No. 24600, December 28, 1915. Approves Lake Erie & Northern Railway Company's Standard Maximum Freight Tariff, C.R.C. No. 1.

No. 24601, December 27, 1915. Approves Lake Erie & Northern Railway Company's Standard Maximum Passenger Tariff, C.R.C. No. 1, applying a rate of two and one-half cents a mile.

No. 24622, January 3, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Peoples Telephone Company of Forest, Limited.

No. 24623, January 4, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Corporation of the Township of Dawn.

No. 24624, January 4, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Corporation of the Township of Percy.

No. 24625, January 4, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Corporation of the Township of Haldimand.

No. 24626, January 5, 1916. Approves Standard Maximum Freight Mileage Tariff, C.R.C. No. 5, of the Montreal and Southern Counties Railway Company.

No. 24642, January 10, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Arundel Development Company, Limited.

No. 24643, January 10, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Lansdowne Rural Telephone Company, Limited.

No. 24689, January 27, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Mono Mills Independent Telephone Association, Limited.

No. 24690, January 27, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Udney Telephone Company, Limited.

No. 24694, January 29, 1916. Requires the Grand Trunk Railway Company to participate in joint tariffs published by the Canadian Northern Railway on grain and grain products from Port Arthur to points in Eastern Canada, via North Bay, Ont.

No. 24727, February 16, 1916. Disallows, as illegal, a so-called proportional tariff of the Canadian Northern Railway Company to apply on tank and still structural material from Toronto, ex Sarnia, Ont., to Regina, Sask.

No. 24726, February 15, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the National Telephone Company, Limited.

No. 24732, February 15, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Kamouraska Telephone Company, Limited.

No. 24746, February 21, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Beatrice Telephone Association. Limited.

No. 24756, February 23, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the McNab Telephone Company, Limited.

No. 24766, February 25, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Rockwood and Oustic Telephone Company, Limited.

No 24784, March 9, 1916. Prescribes regulations to ensure the handling of the grain crop from the Goose Lake District of the Canadian Northern Railway, in connection with the Grand Trunk Pacific Railway *via* Saskatoon at through rates.

No. 24786, March 6, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Derby Telephone Association.

No. 24789, March 6, 1916. Approves a form of release and Power of Attorney to be signed by physicians and others who desire, for special reasons, to travel on the freight trains and in the baggage cars of the Canadian Pacific Railway Company.

No. 24823, March 20, 1916. Approves an agreement for the interchange of telephone services between the Bell Telephone Company and the Addison Rural Independent Telephone Company.

No. 24837, March 28, 1916. Extends the application of specifications for cheese boxes, as published in Supplement 5 to Canadian Freight Classification No. 16, until August 1, 1916.

No. 162 (General Order), March 30, 1916. Prescribes the conditions to be printed in message forms by all telegraph companies.

No. 163 (General Order), March 31, 1916. Gives effect to judgment dealing with the tolls and practices of the telegraph companies operating in Canada, west of Sudbury, Ont.

I have the honour to be, Sir,

Your obedient servant,

APPENDIX "E."

A. D. CARTWRIGHT, Esq.,
Secretary Board of Railway Commissioners for Canada,
Ottawa, Ont.

SIR,—I beg to submit herewith a list of examinations and inspections made by the Engineering Department of the Board in the field, covering the period from March 31, 1915, to April 1, 1916; in addition, railway location maps, profiles and books of reference have been compared and checked with the route maps. A large number of detail plans of bridges, subways, structures of all kinds, power wire crossings, pipe crossings, and interlocking plans have been examined in the office during the same period, all of which have been submitted and approved by the Board.

I have the honour to be,

Sir,

Your obedient servant.

(Signed) GEO. A. MOUNTAIN,
Chief Engineer.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

LIST OF INSPECTIONS MADE BY THE ENGINEERING DEPARTMENT FROM APRIL 1, 1915, TO MARCH 31, 1916.

April 1.—Inspection *re* proposed electrification of Grand Trunk Railway tracks at London, Ont.

April 1.—Inspection of the line of the Halifax & Southwestern Railway.

April 6.—Inspection of proposed highway near Shawville, on the Waltham Branch of the Canadian Pacific Railway.

April 7.—Inspection for removal of speed restrictions on Weyburn-Stirling Branch of Canadian Pacific Railway. Mile 0 to 79.2.

April 8.—Inspection of washout and bridge near Drumheller, on line of Canadian Northern Railway.

April 8.—Inspection *re* complaint of Municipality of Ste. Anne, Man., against wet condition of station grounds and vicinity at Ste. Anne, on account of overflowing of well and water tank belonging to the C.N.R.

April 9.—Inspection for removal of speed restrictions on Aldersyde Subdivision of Canadian Pacific Railway. Mile 0 to 85.1.

April 9.—Inspection of Lewis Springer's farm crossing at Mileage 75.7, on the London Subdivision of the Canadian Pacific Railway.

April 9.—Inspection of subway at Waldemar, Ont., on the line of the Canadian Pacific Railway.

April 9.—Inspection of Forsyth Street Branch of the Canadian Pacific Railway in City of Montreal, P.Q.

April 10.—Inspection of the interlocking plant where Canadian Northern Railway Delisle Branch crosses Moosejaw-Lacombe Branch of the Canadian Pacific Railway, near Conquest.

April 12.—Inspection of interlocking plant at Delta Jct., where the Canadian Northern Railway crosses the Canadian Pacific Minnedosa Subdivision near Portage la Prairie.

April 14.—Inspection of crossing of Eglington Ave., Toronto, by the Canadian Pacific and Grand Trunk Railways.

April 14.—Inspection of Canadian Pacific Railway bridge at Cherrywood, Ont.

April 15.—Inspection of farm crossing of Mr. Goyette, on the Canadian Pacific at Iberville, Que.

April 16.—Inspection for removal of speed restrictions on Swift Current, North Westerly Branch of the Canadian Pacific Railway.

April 17.—Inspection *re* complaint of the rural municipality of St. Paul, against condition of ditches constructed by Canadian Pacific Railway to drain their main line through the municipality of St. Paul, Man., on the east side of the Red river.

April 17.—Inspection *re* complaint of Mr. G. A. Biccum of Cardale, Man., against damage to his property, section 33-14-21, on account of lack of proper drainage on the line of the Canadian Northern Railway, Rapid City Subdivision.

April 19.—Inspection for removal of speed restrictions on Lacombe Subdivision of the Canadian Pacific Railway. Mile 49·6 to 85.

April 19.—Inspection for removal of speed restrictions on Lacombe Subdivision of the Canadian Pacific Railway. Mile 85·89 to 105.

April 20.—Inspection of Govanlock Subdivision of the Canadian Pacific Railway *re* condition of track.

April 20.—Inspection *re* complaint of D. A. Gauthier, of St. Telesphore, Que., against the Glengarry and Stormont Railway *re* drainage.

April 20.—Inspection *re* complaint of J. B. Ranger, Dalhousie Station, Que., *re* farm crossing on the Glengarry and Stormont Railway.

April 21.—Inspection of Sherbrooke Street Bridge, Montreal, Que., over the Canadian Pacific Railway.

April 21.—Inspection for removal of speed restrictions on Coronation Subdivision of the Canadian Pacific Railway. Mile 0 to 74·6.

April 22.—Inspection of interchange tracks at Arnprior, Ont.

April 22.—Inspection of highway on the Labelle Branch of the Canadian Pacific Railway at Ste. Therese, Que.

April 22.—Inspection of Canadian Pacific Railway swing bridge over the Lachine Canal.

April 23.—Inspection of subway at Harrowsmith, Ont., on the line of the Canadian Northern Ontario Railway.

April 23.—Inspection *re* complaint of farmers in the vicinity of Edam, Sask., against losses sustained by them on account of the Jackfish Branch of the Canadian Northern Railway not being fenced.

April 26.—Inspection for opening for traffic of bridge 15·6 of Canadian Pacific Railway, Shuswap Subdivision.

April 27.—Inspection of interlocker on Cascade Subdivision of the Canadian Pacific Railway. Mile 109·7, Pitt River.

April 27.—Inspection of position of heights at drawbridge at Pitt River, on Cascade Subdivision of the Canadian Pacific Railway. Mile 109·7, Pitt River.

April 27.—Inspection *re* exempting Grand Trunk Pacific Railway from fencing Regina boundary line.

April 27.—Inspection for opening for traffic part of the Canadian Pacific Railway Company's Arborg Subdivision between mileage 47·7 and 46·5, a distance of 1·2 miles.

April 28.—Inspection in connection with petition of town of Broadview, Sask., to consider the matter of disposal of waste water from the Canadian Pacific railway shops.

April 28.—Inspection of the Van Buren Railway for opening for traffic at St. Leonard, New Brunswick.

April 28.—Inspection of electric bells at Kyle and Queen streets, Port Moody, on Cascade Subdivision of the Canadian Pacific Railway.

April 28.—Inspection for opening for traffic of interlocker at Harrisons Mills, Cascade Subdivision of Canadian Pacific Railway.

April 29.—Inspection of public crossing at Enderby, British Columbia, on line of the Canadian Pacific Railway.

April 29.—Inspection of the line of the Halifax and South Western Railway from Halifax to Yarmouth, Nova Scotia.

April 29.—Inspection of cattle guards at Main Post Road and Port Negro Road crossings, Barrington, Nova Scotia, on the line of the Halifax and South Western Railway.

April 30.—Inspection of proposed crossing of the Canadian Pacific and Grand Trunk Railways at Point Claire, P.Q.

May 5.—Inspection of the line of the Canadian Northern Ontario Railway between Yarker and Bannockburn, Ont.

May 5.—Inspection *re* crossing for Mr. Thos. Jury over the line of the Canadian Northern Railway on the S.E. ¼ of Section 13-16-18, west, near the village of Clan William, Man.

May 5.—Inspection of farm crossing and culverts in S.W. ¼ of section 34-55-25-W. 4M., near Morinville, on the line of the Edmonton, Dunvegan and British Columbia Railway.

May 6.—Inspection for opening for traffic bridge 18·1, Shuswap Subdivision of the Canadian Pacific Railway.

May 6.—Inspection of Grand Trunk Pacific Railway *re* fencing from Mile 967 to 985, near Hinton.

May 6.—Inspection of proposed Grade Separation at Hamilton, Ont.

May 7.—Inspection of crossing of Queen street, Chatham, Ont., by Chatham, Wallaceburg and Lake Erie Railway.

May 7.—Inspection of cattle pass for Mr. Cole of Bowmanville, Ont., on line of the Toronto Eastern Railway.

May 7.—Inspection of Grand Trunk Pacific Railway near Thornton Station, *re* fencing from Mile 893 to Edson.

May 7.—Inspection of the Donald McKenzie Public Road crossing, near Keston Station on the line of the Grand Trunk Pacific Railway.

May 7.—Inspection of road crossings between sections 34 and 33-53-10; also Public Road crossing between sections 25 and 26-53-10, west 5th Meridian, near Keston Station on the line of the Grand Trunk Pacific Railway.

May 8.—Inspection of Kingston Road crossing of the Grand Trunk Railway.

May 10.—Inspection *re* aplication of city of Winnipeg for leave to place electric transmission line in that city (Winnipeg Power and Transmission Line), across Canadian Northern right of way, Bird's Hill line.

May 11.—Inspection of enlargement of culvert under Esquimalt and Nanaimo Railway (C.P.R.) near Duncan, British Columbia.

May 12.—Inspection on application of Robert Wallace, et al., *re* diverted crossing at sections 24 and 25-2-12, West Principal Meridian, near Mileage 87, Main line of the Canadian Pacific Railway, near Austin, Man.

May 12.—Inspection of part of Wynyard Subdivision of the Canadian Pacific Railway, between Sheho, Mileage 42·2, and Leslie, Mileage 56·8, a distance of 24 miles.

May 14.—Inspection *re* complaint of rural municipality of Leask, Sask., against damage to property by lack of proper culverts on Prince Albert-Battleford line of the

Canadian Northern Railway between Leask and Marcelin, section 25-46-3, and south-east quarter of section 18-46-3.

May 14.—Inspection *re* diversion and crossing of Government Road allowance, sections 33 and 32-28-28, West 3rd Meridian near Mile 163, by the Canadian Northern Railway.

May 14.—Inspection for opening for traffic of Bridge No. 144·8, on Portal Subdivision, Saskatchewan, of the Canadian Pacific Railway.

May 14.—Inspection of the Grand Trunk Pacific Railway Calgary line, Mile 46, *re* fencing station grounds.

May 14.—Inspection of the Grand Trunk Pacific Railway Tofield-Calgary branch, Mile 0 to 201, *re* fence exemption.

May 14.—Inspection of the Canadian Northern Railway at St. Eustache, Que., *re* drainage at Oka Road crossing.

May 14.—Inspection of the Campbellford, Lake Ontario & Western Railway for opening for traffic.

May 15.—Inspection of road crossing on the Lake Erie & Northern Railway between Galt and Brantford, Ont.

May 18.—Inspection for opening for traffic of Glengarry & Stormont Railway.

May 18.—Inspection for opening for traffic of Bridge 28.33 on Aldersyde Subdivision of the Canadian Pacific Railway.

May 19.—Inspection on complaint of Fred Biggs *re* road crossing near Big Valley, Mile 125, Calgary Subdivision of the Canadian Northern Railway, not being in shape.

May 19.—Inspection of the Grand Trunk Railway *re* Michael Street crossing, Georgetown, Ont.

May 20.—Inspection *re* drainage on property of A. J. Kernahan, Fairfield, Ont., on line of the Grand Trunk Railway.

May 20.—Inspection for opening for traffic of Bridge 1912 on Red Deer Subdivision of the Canadian Pacific Railway.

May 21.—Inspection for removal of speed restriction of fifteen miles an hour, for a distance of 36·7 miles, on Canadian Pacific Railway between Stoughton and Weyburn.

May 21.—Inspection of bridges on the Ontario Division of the Grand Trunk Railway.

May 22.—Inspection of bridges on the Ontario Division of the Canadian Pacific Railway.

May 22.—Inspection *re* rural municipality of Gull Lake, Sask., No. 139, crossing main line of the Canadian Pacific at the southeast corner of Section 6-13-20, West 3rd Meridian.

May 22.—Inspection *re* complaint of H. H. Perry of Ernfold, on condition of fencing and cattleguards on the main line of the Canadian Pacific Railway west of Ernfold, Sask.

May 24.—Inspection for opening for traffic of Bridge 27·3 on the McLeod Subdivision of the Canadian Pacific Railway.

May 25.—Inspection for opening for traffic of Bridge 10·8 on the Sirdar Subdivision of the Canadian Pacific Railway.

May 25.—Inspection for opening for traffic of bridge, 22·5 on the Sirdar Subdivision of the Canadian Pacific railway.

May 25.—Inspection for opening for traffic of Bridge 62·8 on the Sirdar Subdivision of the Canadian Pacific Railway.

May 25.—Inspection for opening for traffic of Bridge 81·5 on the Sirdar Subdivision of the Canadian Pacific Railway.

May 26.—Inspection *re* fencing right of way of Lac-du-Bonnet Branch of the Canadian Pacific Railway in the rural municipality of Springfield.

May 26.—Inspection of bridges on the Ontario Division of the Canadian Pacific Railway.

May 27.—Inspection for opening for traffic of Kettle Valley Railway (C.P.R.) from Midway to Princeton a distance of 205·5 miles.

May 28.—Inspection of the Vancouver, Victoria and Eastern Railway between Coalmont and Brookmere, Mile 222 and 223, *re* complaint F. Fremled, that fencing not constructed from Tulameen to Brookmere.

May 28.—Inspection for opening for traffic of the Kettle Valley Railway (C.P.R.) from Coldwater Junction to Coquihalla Summit, a distance of 14·2 miles.

May 28.—Inspection for opening for traffic of Vancouver, Victoria and Eastern Railway from Coalmont to Brookmere, a distance of 26·6 miles.

May 31.—Inspection *re* complaint of Mr. H. A. Smith, against damage to his crops by lack of proper fencing along right of way of Canadian Northern Railway in the northwest quarter of section 21-55-7, west 3rd Meridian.

June 1.—Inspection for opening for traffic of Rupert street over the Canadian Pacific railway at Vancouver, B.C.

June 2.—Inspection for opening for traffic of the crossing of Canadian Pacific railway and British Columbia Electric railway over 12th street, New Westminster.

June 2.—Inspection *re* municipality of Maple Ridge crossing over tracks of the Canadian Pacific railway to wharf, at mile 104.

June 3.—Inspection of rock cut near mile 28, north of Victoria, on the line of the Esquimalt and Nanaimo railway (C.P.R.).

June 3.—Inspection of rock cut near mile 28, north of Victoria, on the line of the Canadian Pacific railway.

June 7.—Inspection for opening for traffic of bridge 117·6 on the Laggan Subdivision of the Canadian Pacific railway.

June 8.—Inspection of bridge on the Wayagamack Spur of the Canadian Pacific Railway, over St. Maurice River, near Three Rivers, Que.

June 8.—Inspection *re* complaint of Rural Municipality of Elcano against condition of approaches to Main Line of the Canadian Pacific Railway crossing between Sections 33 and 34-16-6, West 2nd Meridian.

June 8.—Inspection of interlocking plant at Canadian Pacific Railway drawbridge over the Lachine Canal.

June 9.—Inspection of subway at Division street, Cobourg, Ont., on the line of the Canadian Pacific Railway.

June 10.—Inspection of concrete culvert under the Canadian Pacific Railway at London, Ont.

June 11.—Inspection of drainage on John McFayden's farm on the Port McNicoll Subdivision of the Canadian Pacific Railway.

June 12.—Inspection of location of new concrete culvert to take care of water from Coaling Creek under Waterloo and Pall Mall streets, London, Ont.

June 12.—Inspection *re* crossings over Canadian Northern Railway Yard at Calgary not being graded to Board's Order dated January 16, 1915.

June 12.—Inspection *re* complaint of Municipality of Shellmouth, Manitoba, against condition of fences along line of the Canadian Northern Railway.

June 15.—Inspection of the line of the Quebec and Lake St. John Railway from Quebec to Chicoutimi.

June 16.—Inspection *re* complaint of Mr. H. Zackarias, Sandy Lake, Man., of lack of fencing along line of the Canadian Northern Railway.

June 16.—Inspection *re* complaint of Rural Municipality of St. Paul, Bird's Hill, against Canadian Pacific Railway having four tracks across the two mile road at the entrance to the gravel pit.

June 16.—Inspection *re* complaint of Municipality of Caron No. 162, of diversion of highway crossings at mileage 8·5, northeast quarter of section 24-18-28, west 2nd meridian, on the Grand Trunk Pacific Railway Moosejaw-North West Branch.

June 17.—Inspection *re* Grand Trunk Pacific Railway removing fence to give access to roadway between southeast and northeast quarter of section 18-14-18, west 2nd meridian, rural municipality of Lajord No. 128.

June 17.—Inspection of Owen Sound Branch of the Canadian Pacific Railway through lot 21, concession 3, township of Amaranth, *re* complaint of Mr. Crombie about his farm crossing.

June 17.—Inspection of St. John street crossing in village of Shedden, Ont., on the line of the Michigan Central Railroad.

June 17.—Inspection of the Canadian Northern Railway in Big Valley District *re* complaint of Fred. Biggs about fencing.

June 17.—Inspection for opening for traffic of the Calgary-Edmonton Subdivision of the Canadian Northern Railway.

June 22.—Inspection of the Canadian Pacific Railway *re* complaint of J. Krupp about water courses and railway culverts at Amyot, Ont.

June 22.—Inspection of proposed undercrossing in township of March on the line of the Grand Trunk Railway.

June 23.—Inspection *re* farm crossing for Mr. John Giesbrecht, Hawkett, Man., on his property in the northeast quarter of section 7-1-4, west, on the Walhalla to Morden Extension of the Great Northern Railway.

June 24.—Inspection *re* complaint of Mr. Chas. J. Miller, Canora, Sask., against the Canadian Northern Railway not fencing their right of way through his property.

June 24.—Inspection of bridge No. 7·0 on the Kippewa Branch of the Canadian Pacific Railway.

June 24.—Inspection of the Canadian Northern Railway track on the Calgary-Edmonton subdivision.

June 25.—Inspection *re* condition of track on the Edmonton to Lloydminster Branch of the Canadian Northern Railway.

June 25.—Inspection of bridges on the Chalk River Subdivision of the Canadian Pacific Railway.

June 26.—Inspection *re* condition of track on the main line of the Canadian Northern Railway between Dana, Mileage 451, and Roblin, Mileage 240, a distance of 211 miles.

June 26.—Inspection of London and Port Stanley Railway for opening for traffic.

June 28.—Inspection *re* intersection of Bell avenue and Main street, Winnipeg, Man.; Canadian Northern Grade Separation.

June 29.—Inspection of the line of the Grand Trunk Railway *re* crossing Bell at Concession street, Casselman, Ont.

June 30.—Inspection of fencing on the line of the Canadian Pacific Railway at Godfrey, Ont., *re* complaint of Mr. John McKeever.

June 30.—Inspection of the Grand Trunk Railway across the farm of William Conture, lot 15, B.F. concession of the township of Tilbury, *re* farm crossing.

June 20.—Inspection of the line of the Michigan Central Railroad through farm of Mr. Beattie, lot 257, township of Maidstone, *re* his complaint about drainage.

July 2.—Inspection *re* fencing right of way of the Canadian Northern Railway through property of Robert Fulton, Bowsman River, Manitoba.

July 2.—Inspection *re* fencing right of way of the Canadian Northern Railway Railway from Meifort to St. Brieux, a distance of 22 miles.

July 3.—Inspection of the line of the Canadian Northern Railway *re* proposed Thibault Street Diversion, St. Boniface, Manitoba.

July 4.—Inspection of the line of the Canadian Northern Railway *re* extension of time for the installation of plant until June 15, 1916, at Vickers street and Victoria avenue, Fort William, Ont.

July 5.—Inspection of the line of the Grand Trunk Railway at Glen Robertson, Ont., *re* site of crossing asked for by the township of Lochiel.

July 7.—Inspection of site of proposed crossing and road diversion on the line of the Canadian Pacific Railway at Spring Hill, Quebec, *re* application of towsnhip of Whitton.

July 7.—Inspection of roadbed of the Elgin and Havelock Railway.

July 9.—Inspection of the line of the Grand Trunk Railway *re* site of crossing asked for by the municiplaity of St. Hilaire East at St. Hilaire, Que.

July 9.—Inspection of public road at Windsor Mills, Quebec, along the line of the Canadian Pacific Railway, Orford Subdivision.

July 9.—Inspection of interlocking plant at Methven Junction, where the Canadian Pacific Railway crosses the Canadian Northern Railway.

July 9.—Inspection *re* complaint of Mr. Pond, 2 miles south of Nelson, about fence exemption on the line of the Great Northern Railway between Nelson and Waneta.

July 10.—Inspection for opening for traffic of bridge 41.2 on the Boundary Subdivision of the Canadian Pacific Railway.

July 10.—Inspection of bridge 41.2 on the Canadian Pacific Railway Boundary Subdivision.

July 10.—Inspection *re* complaint of Mr. J. J. W. Bell, Regina, Sask., about gates and fencing, also request for water pipe under the tracks of the Canadian Northern Railway at his farm crossing.

July 12.—Inspection *re* municipality of Clayton, No. 333, crossing over right of way of the Canadian Northern Railway between the northwest ¼ of section 3 and southwest ¼ of section 10-34-3, west second meridian.

July 13.—Inspection *re* complaint of Jos. Rinn, Elm Creek, Manitoba, against neglect of the Manitoba and Great Northern Railway to erect fences on its right of way.

July 13.—Inspection of the line of the Canadian Pacific Railway Bergen cut-off, *re* operation of Red River bridge.

July 13.—Inspection of the Selkirk line of the Canadian Pacific *re* rural municipality of St. Paul crossing on Willis avenue, north of Middle Church station.

July 13.—Inspection of the Kootenay Central Railway (C.P.R.), 42·6 miles south of Golden, *re* complaint of Mrs. Watson about gravel being washed on her property.

July 13.—Inspection of the line of the Canadian Pacific Railway at Romfort, Ont., *re* fencing of right of way.

July 14.—Inspection *re* complaint of municipality of Ste. Anne, Manitoba, against wet condition of station grounds and vicinity at Ste. Anne, on account of overflowing of well and water tank belonging to the Canadian Northern Railway.

July 14.—Inspection of interlocker at Frederica street, Fort William, Ont.

July 14.—Inspection re complaint of F. D. Lusk, Esq., about defective cattle guards at Sinclair, Man., on the line of the Canadian Pacific Railway.

July 14.—Inspection *re* complaint of Mr. John Mowatt, Aberdeen, Sask., about Canadian Northern Railway closing culvert which has served as a cattle pass.

July 14.—Inspection *re* complaint of Angus MacLennan, Saltcoats, against Canadian Northern Railway not making any provision for fencing of its right of way through his land in section 32-25-1 west of 2nd meridian.

July 14.—Inspection *re* relieving Grand Trunk Pacific Railway from erecting and maintaining fences, gates and cattle guards on its Prince Albert Branch, mile 0 to 64.

July 14.—Inspection *re* complaint of Mr. A. J. Pearce, Minitonas, about fencing right of way not being sufficient to turn sheep.

July 14.—Inspection of the line of the Canadian Northern Railway Rossburn Subdivision, *re* crossing for Mike Marcarney, Erickson, Man., on section 9, southwest quarter of 18-19, west 1st meridian, between mile 37 and 38.

July 15.—Inspection *re* complaint from C. F. Book, Cushing, Que., about drainage on the line of the Canadian Northern Railway.

July 16.—Inspection of the line of the Canadian Pacific railway *re* farm crossing for J. F. Huneault, Montebello, Quebec.

July 19.—Inspection of Canadian Northern Quebec railway at Portneuf, Quebec, *re* complaint of landowners about drainage.

July 20.—Inspection of the Campbellford, Lake Ontario and Western railway through Lot 15, Concession 6 and Lot 14, Concession 7, Township of Hinchenbrooke, in connection with complaint *re* drainage.

July 20.—Inspection *re* location of station site of the Edmonton Dunvegan and British Columbia railway at Eunice, Alberta.

July 26.—Inspection of the line of the Lake Erie and Northern Railway through Mr. McEwen's farm south of Brantford, *re* Mr. McEwen's application for an overhead farm crossing.

July 28.—Inspection of fencing on the line of the Canadian Northern railway between Mile 47 and 65 west of Tollerton, *re* complaint of J. B. Anderson, Hinton, B.C.

July 28.—Inspection of the line of the Grand Trunk Pacific railway *re* road crossing near station at Fallis, Alberta.

August 2.—Inspection of the line of the Canadian Northern railway *re* subway at Regent Avenue, Edmonton, Alberta.

August 5.—Inspection of shore line division of the Canadian Pacific railway for exemption from fencing.

August 5.—Inspection of Toronto and Eastern railway through Mr. Griffin's property on Mary Street, Whitby, Ontario.

August 7.—Inspection for opening for traffic of the line of the Kettle Valley railway (C.P.R.) east of Hope, B.C., Mile 39·5 to 31, between Drumheller and Munson.

August 10.—Inspection of subway at Division Street, Cobourg, Ontario, on the line of the Canadian Pacific railway.

August 19.—Inspection of the line of the Lake Erie and Northern railway at Port Dover, Ontario, *re* Sydney March Complaint.

August 19.—Inspection of the line of the Lake Erie and Northern railway *re* crossings in the township of South Dumfries.

August 20.—Inspection of bridges on Peterboro Subdivision, Ontario division of the Canadian Pacific railway.

August 23.—Inspection of the line of the Canadian Pacific railway *re* crossing for G. J. Nagus, Guernsey, Sask., Section 1, Township 24, Range 34.

August 23.—Inspection of the line of the Canadian Pacific railway *re* removal of speed limitation on the Shedo extension from Leslie, at Mileage 66·2, to Wynyard, Mile 89·0.

August 24.—Inspection of the lines of the Grand Trunk Pacific railway and Fort William Electric Street railway, *re* interlockers at Syndicate Avenue.

August 24.—Inspection of the line of the Maine Central railway *re* public crossings at St. Isidore, Que.

August 25.—Inspection of the line of the Grand Trunk railway *re* public crossings at Dixville, Quebec.

August 25.—Inspection of the line of the Canadian Northern railway *re* bad condition of track between Drumheller and Munson.

August 25.—Inspection of the line of the Canadian Northern railway *re* bad crossing, Section 28-13-18 and Section 29-30-19, west 4th Meridian.

August 26.—Inspection of the line of the Canadian Northern Quebec railway Montford branch *re* fencing.

August 27.—Inspection of the line of the Canadian Pacific railway *re* public crossing in town of Mont Laurier, Quebec.

August 30.—Inspection for opening for traffic of the line of the Canadian Northern railway from Laird to Carlton.

August 30.—Inspection for opening for traffic of the line of the Canadian Northern railway from Titchfield to Dumblane.

August 30.—Inspection of bridge at Little Joggins, N.S., on the line of the Dominion Atlantic railway.

August 31.—Inspection of bridges on the line of the Dominion Atlantic railway at Weymouth and Windsor, Nova Scotia.

August 31.—Inspection of crossing of tracks of Steel Company of Canada on the Base Line between the Broken Front Concession and the First Concession Township of Barton, city of Hamilton, by the Hamilton Street railway.

August 31.—Inspection of the line of the Grand Trunk Pacific Branch Lines Co.'s Battleford Branch, Mile 0 to 48·5, *re* exemption from fencing.

August 31.—Inspection for opening for traffic of the line of the Canadian Northern railway from Canora to connect with the Thunderhill Branch near Sturgis.

August 31.—Inspection *re* half interlocking plant where Oak Point Branch of Canadian Northern railway crosses the Suburban Rapid Transit Co. (Winnipeg Electric Ry.) on Portage Ave., at Westside.

August 31.—Inspection of the line of the Moosejaw Northwesterly branch of the Canadian Pacific railway *re* complaint of Jos. Gilmore, municipality of Caron, about diverted highway crossing at mile 8.5.

September 2.—Inspection of the line of the Canadian Northern on complaint of Jas. McCulloch *re* subway near Aldersyde.

September 3.—Inspection of the line of the Canadian Pacific Railway *re* public crossing asked for by municipality of Papineauville, Que.

September 4.—Inspection of the line of the Tofield-Calgary line of the Grand Trunk Pacific railway *re* culvert not being large enough to take care of water from Delburne lake.

September 8.—Inspection of fences on the line of the Canadian Pacific railway, *re* complaint of A. F. Stewart, Folger, Ont.

September 8.—Inspection for opening for traffic of the line of the Canadian Northern Grosse Isle Subdivision, from Inwood to Hodgson, a distance of 50 miles.

September 9.—Inspection of the line of the Canadian Northern railway near Drumheller, *re* farm crossing for H. Rosoman, Dingle Bell farm, southeast quarter of Section 31-29-20, west 4th meridian.

September 10.—Inspection of King Street bridge, Hamilton, Ont.

September 13.—Inspection of crossing on Canadian Northern Regina Prince Albert branch.

September 13.—Inspection for opening for traffic of the Canadian Northern Railway Company's North Battleford northwesterly line, from Edam. Mile 38, to Turtleford. Mile 57.

September 13.—Inspection *re* carrying traffic on the line of the Canadian Northern Oakland branch, mileage 42 to end of track.

September 14.—Inspection of the line of the Grand Trunk Pacific branch lines company, *re* relieving company from erecting and maintaining fences, gates and cattle guards on its Biggar-Calgary branch. Mile 0 to 104, Sask.

September 14.—Inspection of trestle bridge over the Cascapedia river, near Cascapedia, Que., on the line of the Quebec Oriental railway.

September 15.—Inspection of the line of the Atlantic, Quebec and Western railway *re* highway crossing through municipality of Cape Cove, Cape Cove, Que.

September 15.—Inspection of the line of the Canadian Northern railway at mile 384 near Calgary, *re* public road where accident took place.

September 15.—Inspection of the Atlantic, Quebec and Western Railway culvert, *re* complaint of N. Fahey, Little Pabos, Que.

September 16.—Inspection of the line of the Atlantic, Quebec and Western railway from Carlisle to Gaspe.

September 16.—Inspection of the line of the Quebec Oriental railway, from Metapedia to Carlisle.

September 17.—Inspection of the line of the Temiscouata railway *re* public crossing for municipality of Notre Dame Du Lac, Que.

September 17.—Inspection for the carriage of freight traffic on the Coronation northwest branch of the Canadian Pacific railway. Mile 0 to 18.6.

September 20.—Inspection *re* Cardiff Coal Company's mining under right of way of the Edmonton, Dunvegan and British Columbia railway at Morinville.

September 20.—Inspection *re* Cardiff Coal Company's mining under right of way of the Edmonton, Dunvegan and British Columbia railway at Morinville.

September 17.—Inspection of the line of the Canadian Northern railway from Wroxton Junction, mileage 0, to Yorkton, mileage 25.2.

September 20.—Inspection of the line of the Grand Trunk Pacific Branch Lines Company, *re* application of the village of Fort Qu'Appelle.

September 20.—Inspection *re* interlocker at Frederica street, Fort William, Ont.

September 21.—Inspection of the line of the Grand Trunk Pacific railway between mile 1044 and 1281, west of Winnipeg, *re* fence exemption.

September 22.—Inspection of the line of the Grand Trunk Pacific railway *re* complaint of Mr. Fraculle about condition of Empire ave., on his property, Fort William, Ont.

September 23.—Inspection of the line of the Canadian Northern railway *re* Juniper Siding.

September 24.—Inspection of the line of the Grand Trunk Pacific railway east of Prince Rupert, mile 164 to mile 467, *re* fence exemption.

September 24.—Inspection of the line of the Grand Trunk Pacific railway between Prince Rupert and Prince George, and Prince George to McBride, *re* condition of track.

September 25.—Inspection of the line of the Grand Trunk Pacific Branch Lines Company's Alberta Coal branch from mileage 0 to 56.4 fence exemption.

September 28.—Inspection of the line of the Canadian Pacific railway Stirling subdivision, east of Foremost to mile 71.6, for temporary carriage of freight traffic.

September 28.—Inspection of the line of the Canadian Northern railway *re* complaint of Jas. Abbott, Elphinstone, Man., about fencing and cattle guards on his farm in section 13-18-21, west 1st meridian.

September 29.—Inspection of the line of the Canadian Northern railway *re* complaint of J. J. W. Bell of Regina, about condition of fencing and gates through his southwest quarter section 33-16-21.

September 29.—Inspection of the line of the Montreal and Southern Counties railway, *re* street pavements at St. Lambert, Que.

September 30.—Inspection of the line of the Canadian Northern railway *re* municipality of Fort Garry extending Clarence avenue across its tracks.

September 30.—Inspection of transfer track at Oshawa, Ont.

September 30.—Inspection of the line of the Canadian Pacific railway at Balsam, Ont., *re* drainage complaint.

October 1.—Inspection of the line of the Canadian Pacific railway through the property of J. McNeill, west half lot 11, concession 8, township of Eldon, in connection with Mr. McNeill's complaint about drainage.

October 1.—Inspection for opening for traffic of the line of the Canadian Northern railway from St. Albert to Yellowhead Pass.

October 4.—Inspection *re* interlocker at Frederica and Edward streets, Fort William, Ont.

October 5.—Inspection Canadian Pacific railway bridge over highway and crossing asked for by municipality at St. Pie, Que.

October 8.—Inspection of the line of the Lake Erie and Northern railway of crossing line between concessions 2 and 3, township of South Dumfries.

October 8.—Inspection of the lines of the Mount McKay and Kakabeka Falls railway and the Grand Trunk Pacific Railway Companies at Yonge and Montreal streets, Fort William, Ont.

October 8.—Inspection *re* interlocking plant crossing Canadian Pacific railway Soo line with the Canadian Northern railway Bienfait branch in northwest quarter of section 13-2-8, west 2nd meridian.

October 8.—Inspection of the Canadian Northern Ontario Railway for opening for traffic from Pembroke to Capreol, and highway crossings in townships of Chisholm, Ontario.

October 8.—Inspection of the line of the Canadian Northern railway *re* complaint of Messrs. Bryce and Curry, of Estevan, Sask.

October 8.—Inspection of the line of the Canadian Pacific railway *re* spur track leading into Ford Motor Company, Winnipeg, Man.

October 8.—Inspection of the Canadian Northern Ontario Railway for opening for traffic from Pembroke to Capreol, and highway crossings in Township of Chisholm, Ontario.

October 9.—Inspection for opening for traffic of Canadian Pacific railway bridge 100·4, Portal Subdivision.

October 9.—Inspection of the line of the Canadian Pacific railway *re* complaint of rural municipality of Walpole, Sask., as to condition of crossing on Reston-Wolseley branch between sections 4 and 9-11-33-1.

October 9.—Inspection of the line of the Grand Trunk Pacific railway Cutknife branch between Battleford and mileage 50.

October 12.—Inspection of the line of the Grand Trunk Pacific railway *re* fencing its right of way near Viking in section 35-47-13 west 4th meridian; and also fencing of right of way near Hinton, Alta., mileage 967 and 985.

October 13.—Inspection of transfer track between Grand Trunk Pacific and Canadian Pacific Railway Companies in vicinity of Globe elevator, Calgary.

October 13.—Inspection of the line of the Grand Trunk Pacific Branch Lines company *re* exemption from erecting and maintaining fences and cattle guards on its Cutknife branch, from Mile 0 to 33·6.

October 14.—Inspection of proposed highway crossing over the Grand Trunk railway at Whitby, Ont.

October 14.—Inspection of the line of the Canadian Pacific railway at Sharbot Lake., Ont., *re* condition of drainage along tracks.

October 15.—Inspection of the line of the Canadian Northern railway at Dwyer Hill, Ontario, *re* complaint of Wm. McCoy as to drainage.

October 15.—Inspection of the line of the Birds Hill Subdivision of the Canadian Northern railway, between Birds Hill and Grand Marais, a distance of 50 miles.

October 15.—Inspection of the line of the Canadian Pacific railway *re* complaint of rural municipality of Elcapo, Sask., against dangerous condition of first crossing west of Oakshells Station grounds, between sections 33 and 34-16-6, west 2nd meridian.

October 16.—Inspection of the line of the Canadian Northern Railway *re* complaint of rural municipality of Stuartburn as to fencing of north side of right of way from Vita to Galiento.

October 20.—Inspection of the line of the Grand Trunk Pacific Railway *re* culvert west of Entwistle.

October 20.—Inspection of the line of the Canadian Northern Railway at Detlor, Ont., *re* complaint of P. A. Bradshaw as to fencing of right of way.

October 21.—Inspection of the line of the Grand Trunk Railway *re* London & Chatham road crossing at Thamesville, Ont.

October 23.—Inspection of the main line of the Canadian Pacific Railway *re* diverted crossing at sections 24 and 25-5-2-12, west Principal meridian, near mile 87·2.

October 28.—Inspection of track of the Quebec & Lake St. John Railway at Quebec and Chicoutimi.

October 29.—Inspection of subway at Division street, Cobourg, Ont., on the line of the Grand Trunk Railway.

October 29.—Inspection of subway near Harrowsmith, on the line of the Canadian Northern Ontario Railway, and drainage at Perth road.

October 30.—Inspection of proposed route of 51-inch steel water pipes through Broad street yard of the Canadian Pacific Railway at Ottawa, Ont.

November 1.—Inspection for opening for traffic of the Canadian Northern Railway Company's branch from Blaine Lake to Denholm, a distance of 52 miles.

November 2.—Inspection of the line of the Canadian Northern Railway from Bienfait, mileage 16·3, to mileage 24·9, a distance of 8·6 miles.

November 2.—Inspection of the line of the Canadian Northern Railway from Elrose to Eston, a distance of 35 miles.

November 3.—Inspection of the line of the Canadian Pacific Railway at Joliette *re* drainage complaint.

November 4.—Inspection of highway crossing at Coteau, Que., on the Grand Trunk Railway *re* protection.

November 4.—Inspection of Canadian Northern Railway grade south of MacLeod, *re* fencing southeast quarter of section 21-7-25, west 4th meridian.

November 5.—Inspection of the line of the Canadian Pacific Railway *re* crossing over its tracks at or near foot of Cardinal street, in the village of Prelate, Saskatchewan.

November 5.—Inspection of the line of the Canadian Northern Railway Gypsumville branch, *re* crossing at mile 91.

November 6.—Inspection of the subway at Victoria street, North Battleford, Sask., on the line of the Canadian Northern Railway.

November 10.—Inspection of fence on the line of the Canadian Pacific Railway (Kettle Valley Railway) from Midway to Merritt.

November 11.—Inspection of the Coalmont-Otter line of the Vancouver, Victoria & Eastern Railway *re* fence exemption.

November 12.—Inspection of the line of the Canadian Pacific Railway Boundary Subdivision *re* diversion and tunnel, mile 40·4.

November 12.—Inspection for opening for traffic of the line of the Canadian Northern Railway, Gravelburg Railway Subdivision, from mileage 30 to Gravelburg, a distance of 49 miles.

November 12.—Inspection of the Mount McKay & Kakabeka Falls Railway and Grand Trunk Pacific Railway at Yonge and Montreal streets, Fort William, Ont.

November 13.—Inspection *re* complaint of municipality of Cameron, Man., against condition of bridge and approaches on public road between sections 9 and 10-6-23, west 1st meridian, on the line of the Canadian Northern Railway.

November 13.—Inspection *re* complaint of Mr. E. L. Aizsier, Calgary & Edmonton Railway against the Canadian Pacific Railway.

November 14.—Inspection of highway crossing on the Elgin & Havelock Railway at Fairville, Nova Scotia.

November 15.—Inspection *re* interlocker at Frederica and Edward streets, Fort William, Ont.

November 15.—Inspection of the Canadian Pacific Railway bridge 3.5, Outlook Subdivision, Saskatoon Division.

November 16.—Inspection of Grand Trunk Pacific spur crossing Canadian main line into the Union Stock Yards, near Winnipeg, Man.

November 16.—Inspection of Grand Trunk Railway culvert at Ailsa Craig, Ont., *re* complaint of A. E. Rosser.

November 16.—Inspection of the line of the Canadian Pacific railway *re* farm crossing for James Gracey, Shelburne, Ont.

November 17.—Inspection of the line of the Grand Trunk railway *re* Main street subway, Coaticook, Que.

November 18.—Inspection for opening for temporary carriage of traffic of the Canadian Northern railway line from Yorkton to end of track, a distance of 16 miles.

November 18.—Inspection of the line of the Brockville and Westport railway.

November 18.—Inspection of the line of the Canadian Pacific railway *re* condition of track on Crowsnest subdivision east of Cowley.

November 19.—Inspection of the line of the Canadian Pacific railway at Winchester, Ont., *re* complaint of H. Parker and J. E. Hutt as to drainage.

November 22.—Inspection of the Canadian Northern Ontario railway from Ottawa to Pembroke for opening for traffic.

November 23.—Inspection of the line of the Canadian Northern railway *re* complaint of Messrs. Trimble & Richardson, Vegreville, Alta., as to cattle pass under bridge at mile 757·7 and 755·6.

November 24.—Inspection of culverts on the line of the Grand Trunk railway *re* drainage complaint of R. H. Johnson, Omemee, Ont.

November 26.—Inspection of the line of the Grand Trunk Pacific railway through rural municipality of Caron, No. 162, Sask., *re* highway crossings east and north of section 9, township 18, range 28, west of 2nd meridian.

November 26.—Inspection of the line of the Canadian Pacific railway through property of A. Buckley, Farham, Ont., *re* drainage.

November 29.—Inspection of the line of the Canadian Pacific railway *re* complaint of Mr. H. H. Perry, Ernfold, Sask., against lack of proper fencing and fences allowed to become covered with snow in vicinity of mileage 70, west of Moosejaw.

November 29.—Inspection of the main line of the Canadian Pacific railway Swift Current Subdivision *re* crossing on road allowance at mileage 62.5 west of Moosejaw.

November 30.—Inspection of the line of the Grand Trunk Pacific railway *re* fencing right of way near Viking in section 35-47-13, west 4th meridian; and also fencing of right of way near Hinton, Alta., mileage 967 and 985.

November 30.—Inspection of the line of the Canadian Pacific railway at Hartley, Ont., *re* complaint of John McEachren against railway ditch.

November 30.—Inspection of interlocking plant at Guelph, Ont., at the crossing of the Toronto Suburban railway and the Canadian Pacific railway.

December 2.—Inspection of the line of the Canadian Pacific railway *re* Public road crossing at Deschambault, Que.

December 2.—Inspection of the line of the Canadian Northern railway at Deschambault, Que., *re* ditches.

December 3.—Inspection of the line of the Canadian Pacific railway at Trois Rivières, Que., *re* ditches.

December 3.—Inspection of the line of the Canadian Pacific railway *re* Talbot avenue crossing, Winnipeg, Man.

December 3.—Inspection of the line of the Goose Lake extension of the Canadian Northern railway *re* road diversion at mileage 107·7, on northeast quarter of section 33, township 28, range 20, west 3rd meridian.

December 6.—Inspection of spur to Government grain elevator at Moosejaw, Sask.

December 7.—Inspection of crossing of Canadian Pacific railway, J. Y. Griffin spur, with Winnipeg Electric Street railway at Talbot avenue, Elmwood.

December 7.—Inspection for opening for traffic of the line of the Montreal and Southern Counties railway between St. Cesaire and Granby, Que.

December 9.—Inspection of the line of the Canadian Northern railway *re* complaint of Mr. Hillar Zackarias, Sandy Lake, Manitoba, regarding lack of fencing at northwest quarter of section 3-18-20, west Principal meridian.

December 9.—Inspection *re* installation of automatic bell at Ottawa avenue, Edmonton, Alta.

December 9.—Inspection of interlocking signals at crossing of Canadian Pacific and Canadian Northern railways at Emerson, Man.

December 9.—Inspection of the line of the Grand Trunk Pacific railway at Kitwangar, B.C., *re* road crossing near station.

December 14.—Inspection of the line of the Canadian Northern Railway *re* change in location of station at St. Hermas.

December 15.—Inspection of the line of the Canadian Northern Railway *re* location of station at St. Eustache, Que.

December 15.—Inspection of Lake Erie and Northern railway for opening for traffic from the city of Galt to city of Brantford, a distance of 21.13 miles.

December 15.—Inspection of the line of the Canadian Northern railway at Drumheller, *re* workings of Premier Coal Company's mine under the Alberta Block Coal Company's spur.

December 15.—Inspection of the line of the Canadian Northern railway *re* spur track for the Winnipeg Supply and Fuel Co., in D.G.S. 41 St. James, in the rural municipality of Assiniboia.

December 16.—Inspection of proposed crossing of the tracks of the London Street railway at Richmond street by the London and Port Stanley railway.

December 17.—Inspection of the line of the Canadian Pacific railway *re* crossing at the southeast quarter section 6-13-20, west 3rd meridian, at mileage 46.2, Medicine Hat subdivision.

December 18.—Inspection of the line of the Canadian Northern railway *re* complaint of Mr. Hillar Zacharius, Sandy Lake, Man., regarding lack of fencing at northwest quarter of section 3-18-20, west Principal meridian.

December 20.—Inspection of the Calgary-Tofield line of the Grand Trunk Pacific railway *re* complaint of Edwin Greenwood of Lousana, *re* company not fencing their right of way.

December 21.—Inspection of the line of the Canadian Northern railway *re* claim of Wm. Bell, Esq., for compensation in respect of lot 44, block D, plan 680, city of Winnipeg, Man.

January 4.—Inspection of highway crossings on the Niagara, St. Catharines and Toronto railway.

January 5.—Inspection of Niagara-on-the-Lake branch of the Canadian Northern Ontario railway for opening for traffic.

January 6.—Inspection of proposed crossing of Grand Trunk railway by the Toronto-Hamilton Highway at Burlington, Ont.

January 7.—Inspection of the main line of the Canadian Pacific railway *re* crossing 900 feet east of Pasque station in substitution for crossing at point 700 feet east of the station, southeast quarter of section 28-16-25, west 2nd meridian.

January 7.—Inspection of the Canadian Pacific railway crossing Portage avenue, with Winnipeg Electric Street railway.

January 7.—Inspection of the line of the Canadian Northern railway, Kindersley subdivision, from Saskatoon to Kindersley, a distance of 126 miles.

January 8.—Inspection of the line of the Canadian Pacific railway *re* removal of slow order placed at public crossing, one-half mile east of Binscarth, Man.

January 8.—Inspection of the line of the Canadian Northern railway *re* road crossings in the municipality of Whitehead.

January 10.—Inspection of interlocking plant at Kingston at crossing of the Grand Trunk railway and Canadian Pacific railway.

January 10.—Inspection of Mary and James street crossings at Belleville, Ont.

January 18.—Inspection *re* crossing Canadian Pacific railway, J. Y. Griffin spur with Winnipeg Electric Street railway, Talbot avenue, Elmwood.

January 18.—Inspection of the line of the Canadian Northern railway in Quebec.

January 20.—Inspection of interlocking plant at Kingston at crossing of the Grand Trunk railway and Canadian Pacific railway.

January 21.—Inspection of roadbed of the Canadian Northern Ontario railway between Toronto and Ottawa.

January 25.—Inspection of proposed grade elevation of the Grand Trunk railway at Montreal, Que.

January 27.—Inspection of Canadian Pacific Railway track, Laurentian subdivision, *re* complaint of Honoré Achim, of Nominingue, Que.

February 3.—Inspection of the location of the Canadian Pacific railway spur line for the Rigaud Granite Company, Rigaud, Que.

February 4.—Inspection of the line of the Vancouver, Victoria and Eastern railway at False Creek.

February 9.—Inspection of overhead bridge of the Canadian Pacific railway crossing, Eighth Avenue west, Moosejaw.

February 9.—Inspection *re* crossing Canadian Pacific railway, J. Y. Griffin spur with Winnipeg Electric Street railway at Talbot avenue, Elmwood.

February 9.—Inspection of aerial crossing of Grand Trunk railway and Canadian Northern railway tracks at Bloor street, Toronto.

February 9.—Inspection for opening for traffic of the Algoma Central and Hudson Bay railway revision at Bellevue, Ont., and of Bellevue viaduct and bridge, 150·60.

February 12.—Inspection of the spur track leading into Government elevator from the Canadian Northern Railway Goose Lake Branch and the Grand Trunk Pacific Main Line.

February 12.—Inspection of the line of the Canadian Northern Ontario Railway from Sudbury to Toronto.

February 12.—Inspection of the site of the public crossing across Stobie branch of the Canadian Pacific Railway in the township of McKim.

February 15.—Inspection of the Canadian Northern Ontario Railway near Grahams Bridge *re* grade crossing, township of Westmeath, Ont.

February 21.—Inspection of the line of the Midland Railway Company *re* complaint of Mr. Jos. Rinn, Elm Creek, Man., against neglect to erect fences on right of way on northwest quarter of section 32 and north half of southwest quarter; also northeast quarter of section 31 and north half of southeast quarter.

February 23.—Inspection of the line of the Canadian Northern Railway (Wroxton Westerly Branch) crossing the Minnedosa-Saskatoon Branch of the Canadian Pacific Railway.

February 23.—Inspection of the line of the Canadian Northern Saskatchewan Railway (Wroxton Westerly Branch) crossing the Minnedosa-Saskatoon Branch of the Canadian Pacific Railway.

February 24.—Inspection of Canifton Road Crossing on the line of the Grand Trunk Railway.

February 24.—Inspection of proposed farm crossing for Mr. Gay, on the line of the Grand Trunk Railway in the township of Sidney.

February 25.—Inspection of Canadian Northern Ontario Railway from Ottawa to Sydenham *re* condition of roadbed.

February 25.—Inspection *re* road diversion at mileage 107·7, on the Goose Lake extension of the Canadian Northern Railway on the northeast quarter of section 33, tp. 28, rge. 20, west 3rd meridian.

February 29.—Inspection of the Canadian Northern Railway branch lines in Quebec.

March 2.—Inspection of interlocking plant at crossing of Temiskaming and Northern Ontario Railway by the Canadian Northern Ontario Railway at North Bay, Ont.

March 3.—Inspection of extension of Pitt street, Glen Robertson, Ont., across the Grand Trunk Railway.

March 8.—Inspection of the line of the Canadian Pacific Railway in Calgary, east of Elbow River, *re* clearance of spurs.

March 9.—Inspection of opening of Leland street, West Hamilton, Ont., at grade level, across the Toronto, Hamilton and Buffalo Railway.

March 11.—Inspection of location of Rigaud Granite Company's spur at Rigaud, Que.

March 11.—Inspection of farm crossing over the Canadian Northern Railway in section 7-20-28, west 4th meridian.

March 18.—Inspection of the line of the Canadian Pacific Railway, Winnipeg Beach line, *re* culvert immediately to south side of Riverton station in section 20-34-4 east.

March 21.—Inspection of the line of the Canadian Northern Railway near Swan River, Man., *re* private crossing for T. Boughen, on the southwest section 10-37-27 west 1st meridian.

March 22.—Inspection of the line of the Great Northern Railway near Tulameen, B.C., between miles 222 and 223, *re* complaint of Mr. Fremled as to bad condition of fence.

March 24.—Inspection of the line of the Canadian Pacific Railway *re* street crossings in Revelstoke.

March 24.—Inspection of flood conditions at Belleville at Canadian Pacific and Canadian Northern Railway bridges.

March 24.—Inspection of the line of the Canadian Northern Railway *re* fencing in the vicinity of the farm of Jas. Vandall, Bedford Station, Man.

March 24.—Inspection of overhead highway bridge 1 mile west of Dunbarton Station, Ont., on the line of the Grand Trunk Railway.

March 25.—Inspection *re* opening up and establishing Cumming street, Fort William, Ont., as a public highway across the Canadian Northern Railway.

March 27.—Inspection of the Canadian Pacific Railway Bascule bridge across the Kaministiquia river, Fort William, Ont., *re* protection for pedestrian and vehicular traffic.

March 27.—Inspection of the Canadian Northern Quebec Railway branch line tracks in the Province of Quebec.

March 28.—Inspection of spur track leading into Canada Cement Company from the Grand Trunk Pacific over and across the Canadian Northern Railway at St. James.

March 28.—Inspection of the Grand Trunk Pacific Railway *re* filling north side of False Creek, Vancouver.

March 29.—Inspection of the line of the Canadian Pacific railway Cascade subdivision, *re* gate on culvert at Mile 63·2, complaint of Mr. Trites.

March 29.—Inspection of half interlocking plant at Hamilton, Ontario.

March 30.—Inspection of the line of the Canadian Pacific railway, Cascade subdivision, *re* road crossing between Hope and Yale, British Columbia.

March 30.—Inspection of the line of the Canadian Pacific railway *re* gates at Talbot Avenue, Winnipeg, Manitoba.

March 31.—Inspection *re* opening for traffic of the Canadian Pacific Railway Company's Ninth Avenue bridge at Broadview, Manitoba.

March 31.—Inspection of the Canadian Pacific railway *re* complaint of R. McKee *re* drainage at Eldon, Ontario.

APPENDIX "F."

OTTAWA, July 31, 1916.

DEAR SIR,—I have the honour to submit herewith, for the Board's 11th Annual Report, a synopsis of the work performed by its Operating Department during the year ending March 31, 1916.

THE REPORTING AND INVESTIGATING OF ACCIDENTS ATTENDED BY PERSONAL INJURY OR LOSS OF LIFE.

During the year accidents to the number of 1,336, covering 337 persons killed and 1,125 persons injured, were reported to the Board by the various railway companies under its jurisdiction. For particulars, the reader's attention is directed to statements Nos. 1, 3 and 4.

Out of the total of 1,336 accidents reported, as above referred to, accidents to the number of 473, covering 171 persons killed and 491 persons injured, were inquired into. Statements Nos. 7, 8 and 9 set out in detail the investigations made as regards derailments, collisions and highway crossing accidents, numbering 173. The remainder of the investigations which number 300, are spread over accidents covered by the various other headings, referred to in statements Nos. 3 and 4.

It is pointed out that out of the total of 337 persons killed and 1,125 persons injured, there were "Trespassers" to the number of 143 killed and 102 injured. In this connection reference is made to Statement No. 14.

A perusal of statements Nos. 2, 5 and 6 shows the same number of persons killed as during the preceding year, namely 337. While there was an increase in passengers killed of 9 and an increase in employees killed of 21 (30), this is offset by the decrease in "Others" killed of 30. As regards the number of injured, the statement shows a decrease of 238 as compared with the preceding year, made up as follows, passengers 99, employees 85 and others 54.

Attention is now directed to statements Nos. 13 (*a*) and (*b*), setting out in detail the situation as regards highway crossing accidents during the past five years. It will be observed therefrom that there has been a total of 524 accidents, covering 242 persons killed and 417 persons injured. There have been 129 accidents at protected crossings, covering 59 persons killed and 95 persons injured. At unprotected crossings there have been 395 accidents, covering 183 killed and 322 injured. The 15 accidents in which automobiles were concerned at protected crossings show 11 persons killed and 13 persons injured, as follows, 2 killed and 4 injured at crossings protected by gates—3 killed and 4 injured at crossings protected by watchmen—and 6 killed and 5 injured at crossings protected by bells. In 1912 the records are clear as to automobile accidents at protected crossings, but in 1913 there were three persons injured, in 1914 there were three persons killed and 4 injured, in 1915 there were two persons killed and two persons injured, and in 1916 there were six persons killed and 4 persons injured. The most serious accident in which an automobile was concerned at a highway crossing occurred at a crossing protected by an automatic bell, and in this particular accident there were 4 persons killed and 1 seriously injured.

The matter of crossing accidents during the past year is set out in detail in statements Nos. 3, 4, 9 and 10.

As to the protection provided at highway crossings during the past year reference is made to statements Nos. 11 and 12.

While touching upon the matter of highway crossing accidents, it might not be amiss to point out that several accidents with fatal results have occurred on highway crossings intersected by a double track line of railway. In some cases the accidents occurred at protected crossings. These accidents have all occurred through the party or parties being stopped by a train, say going east, and the minute it cleared the crossing proceeded on, only to be struck by a train travelling in the opposite direction. Great care should be exercised by all persons when approaching such a crossing, to see that there is no train approaching the same from the opposite direction.

INSPECTION OF SAFETY APPLIANCES ON FREIGHT CARS.

This is a matter that is covered by the Board's General Order No. 102. The details of the year's work are set forth in statements Nos. 17, 18 and 19 (*a*) and (*b*).

INSPECTION OF LOCOMOTIVE BOILERS, FIRE PROTECTIVE AND SAFETY APPLIANCES.

The above matters are taken care of under the Board's General Orders Nos. 78, 102 and 107. During the year the inspectors inspected and reported upon approximately 7,500 locomotives. The boiler inspection work is given close attention, as is evidenced by the fact that approximately 55,000 reports, constituting monthly and annual inspections, have been filed with the Board. The records show that there have been no accidents of any consequence, so far as locomotive boilers and their appurtenances are concerned, during the year.

INSPECTION OF PASSENGER EQUIPMENT, STATION BUILDINGS AND PREMISES.

A systematic inspection of passenger cars, station buildings and premises has been carried on throughout the year with a view as to safety, accommodation, cleanliness, etc. Numerous matters have been brought to the attention of the proper officers under this heading.

APPLICATIONS AND COMPLAINTS *re* TRAIN AND STATION SERVICE.

A large part of the work of the Department is the inquiring into applications and complaints in the matter of train and station service. These number several hundred and will be found enumerated in another appendix, prepared by the Secretary's Department.

It might not be amiss to point out that a great deal of work which would come under this heading was done in connection with the movement of the western grain crop for the year 1915, involving considerable travel and discussions and correspondence with the different railways, elevators, farmers, etc.

There was also considerable work in the months of January, February and March in connection with the shortage of fuel for domestic use in the Prairie Provinces. Difficulties in transportation were brought about very materially by extremely cold and stormy weather blocking some of the branch lines for weeks.

The time of the operating department's staff was taken up with both these subjects more or less continuously from November until March.

In conclusion, it might be stated that in order to accomplish the work briefly outlined above, it has necessitated the travelling of approximately 325,000 miles by the staff of the Department.

Faithfully yours,

(Sgd.) GEO. SPENCER,
Chief Operating Officer.

A. D. CARTWRIGHT, Esq.,
Secretary, B.R.C.,
Building.

SESSIONAL PAPER No. 20c

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 1.—STATEMENT showing the number of passengers, employees and other persons killed and injured on the various railways in Canada, under the Board's jurisdiction, for the year ending March 31, 1916.

Name of Railway.	Passengers.		Employees.		Others.		Total.	
	K.	I.	K	I,	K.	I.	K.	I.
Grand Trunk	5	45	39	182	78	69	122	296
Canadian Pacific	8	27	56	91	66	62	130	180
Canadian Northern	1	10	7	93	14	24	22	127
Toronto, Hamilton and Buffalo	1			48	5	3	6	51
Michigan Central		2	5	202	6	7	11	211
Père Marquette			1	14	1	1	2	15
Grand Trunk Pacific			3	28	1		4	28
Canadian Northern, Quebec		6		47	5	9	5	62
Quebec and Lake St. John		5		3		1		9
St. Lawrence and Adirondack		7		5		4		16
Quebec, Montreal and Southern		2		2		2		6
Algoma Central and Hudson Bay	1		1	1	1	1	3	2
Temiscouata					1		1	
Winnipeg Joint Terminals			3	1			3	1
Canadian Northern, Ontario		3		13	4	2	4	18
Quebec Oriental						1		1
Niagara, St. Catharines and Toronto				3	2		2	3
Central Vermont						1		1
Montreal and Southern Counties	1	28		3			1	31
Ottawa and New York				2	2	2	2	4
Morrissey, Fernie and Michel				1		1		2
Halifax and Southwestern		1	2	5		1	2	7
Wabash			1	13	8		9	13
Boston and Maine			1	2			1	2
Windsor, Essex and Lake Shore		1	1				1	1
Midland				1				1
Vancouver, Victoria and Eastern		2		25		4		31
Dominion Atlantic					3		3	
Great Northern				1				1
Esquimalt and Nanaimo		1		1	1	1	1	3
Maine Central				1	1		1	1
London and Port Stanley					1	1	1	1
	17	140	120	788	200	197	337	1125

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 2.—A COMPARATIVE Statement of killed and injured between years ending March 31, 1915 and 1916.

	Passengers.		Employees.		Others.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.
Year ending March 31, 1915	8	239	99	873	230	251	337	1,363
" " 31, 1916	17	140	120	788	200	197	337	1,125
Increase over 1915	9		21					
Decrease over 1915		99		85	30	54		238

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 3.—STATEMENT showing separately the number of passengers, employees and others killed and injured, and the nature of the accidents, for the year ending March 31, 1916.

Character of Accidents.	Passengers.		Employees.		Others.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.
Derailment		20	6	34		1	6	55
Collision, head on	2	1	2	4			4	5
Collision, rear end		43	11	32		1	11	76
Collision in yard		4	23	27	3		26	31
Collision with cars standing foul of main line			1				1	
Collision with cars, account open switch		1		2				3
Collision at level crossing						1		1
Highway crossing protected by gates					3	4	3	4
Highway crossing protected by bell					9	8	9	8
Highway crossing protected by watchman					2	5	2	5
Highway crossing unprotected			3	4	28	53	31	57
Private crossing					3	2	3	2
Trespassing			3	7	140	95	143	102
Working on or under engine			1	49		1	1	50
Unclassified	3	26	8	169	3	17	14	212
Adjusting couplers, coupling and uncoupling			5	39			5	39
Working on track or bridge			1	57			1	58
Falling off hand car, motor or velocipede				20		1		21
Hand car, motor, velocipede, struck by train				3			5	3
Crawling under cars				1				1
Crawling through cars over couplers			1				1	
Caught while passing through cars between couplers			3	4			3	4
Cars standing foul			1	3			1	3
Struck by switch stand, water spout, etc			2	6			2	6
Crushed between cars, buildings, platforms, etc		1	2	7			2	8
Explosion of locomotive boiler								
Falling off passenger train	1	11		1			1	12
Falling off tender while handling coal				1				1
Falling off tender while taking water				4				4
Working in shop			3	99			3	99
Riding on pilot of engine			2	2			2	2
Overhead bridge				1				1
Repairing cars on repair track when moved by engine								
Falling off top of car while walking over train			5	22			5	22
Falling between cars going over top				3				3
Train parting and colliding				7				7
Jumping off train in motion	6	22	5	14		2	11	38
Attempt to board train in motion	3	7	2	14	3	1	8	22
Washout								
Bridge gave way or burnt			1				1	
Electrocuted			1				1	
Run down by engine or car	2	4	19	36	6	2	27	42
Passing too close around end of string of cars								
Caught in frog, guard rail or switch rod				3				3
Caught while throwing switch								
Falling off cars while climbing up and coming down side or end ladders			2	8			2	8
Falling off cars while working hand-brake				4				4
Asphyxiated in tunnel								
Handling freight			2	38		2	2	40
Loading and unloading O.C.S. material				39		1		40
Building and repairing				6				6
Working in coal chute				10				10
Cars moved while loading and unloading				5				5
Drawbridge open								
Repairing cars on running track when moved by engine				2				2
Locomotive dropping crown sheet of fire-box								
	17	140	120	788	200	197	337	1,125

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

20c—24½

No. 4.—STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916.

	Derailment.		Collision head on		Collision rear end.		Collision in yard.		Collision with cars standing foul of main line		Collision with cars account open switch		Collision at level crossing		Public highway crossing protected by gates.		Public highway crossing protected by bell.	
	K	I.	K	I	K	I	K	I	K.	I	K.	I.	K	I	K	I.	K.	I
Grand Trunk	2	24	1	2	3	22	1	4				1			2	4	4	6
Canadian Pacific	2	6	3		5	5	22	20				1		1	1			1
Canadian Northern	2	14		2	1	8		2										
Toronto, Hamilton & Buffalo		1																
Michigan Central		2				1		4									4	1
Pere Marquette																		
Grand Trunk Pacific		1			2													
Canadian Northern Quebec		2				3		1										
Quebec & Lake St. John		3																
St. Lawrence & Adirondack																		
Quebec, Montreal & Southern																		
Algoma Central & Hudson Bay									1									
Temiscouata																		
Winnipeg Joint Terminals							3											
Canadian Northern Ontario		2		1													1	
Quebec Oriental												1						
Niagara, St. Catharines & Toronto						1												
Central Vermont																		
Montreal & Southern Counties						31												
Ottawa & New York																		
Morrissey, Fernie & Michel																		
Halifax & Southwestern																		
Wabash						1												
Boston & Maine																		
Windsor, Essex & Lake Shore																		
Midland																		
Vancouver, Victoria & Eastern																		
Dominion Atlantic																		
Great Northern																		
Esquimalt & Nanaimo																		
Maine Central																		
London & Port Stanley																		
	6	55	4	5	11	76	26	31	1			3		1	3	4	9	8

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 4.—STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916.—*Continued.*

—	Public highway crossing protected by watchman.		Public highway crossing unprotected.		Private Crossing.		Trespassing.		Working on or under engine.		Unclassified.		Adjusting couplers, coupling and uncoupling.		Working on track or bridge.		Falling off hand car motor or velocipede.		Hand car motor, velocipede struck by train.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K	I.
Grand Trunk	1	3	10	15	1		57	38	1	12	4	47	2	10		7			1	
Canadian Pacific	1	1	10	18	2	1	52	36		1	2	14	2	9	1	3			4	2
Canadian Northern		1	3	12		1	7	8		4	5	17		6		7		2		1
Toronto, Hamilton & Buffalo				2			1	1		2		19		1		8		1		
Michigan Central				4			6	5		21		39		4		21		3		
Père Marquette				1			1			1		2		2		1		1		
Grand Trunk Pacific							1					8		3		5		2		
Canadian Northern Quebec			2	1			3	4		2		19				2		4		
Quebec & Lake St. John								1		1										
St. Lawrence & Adirondack								1		1		10								
Quebec, Montreal & Southern								1		2		3								
Algoma Central & Hudson Bay								1			1									
Temiscouata																				
Winnipeg Joint Terminals																				
Canadian Northern Ontario							3					7		1						
Quebec Oriental								1												
Niagara, St. Catharines & Toronto							2													
Central Vermont				1																
Montreal & Southern Counties											1									
Ottawa & New York			1	1			1					1								
Morrissey, Fernie & Michel								1				1								
Halifax & Southwestern								1			1	2		1						
Wabash			4	1			4			3		3								
Boston & Maine												1	1							
Windsor, Essex & Lake Shore																				
Midland												1								
Vancouver, Victoria & Eastern								2				17		1		3		1		
Dominion Atlantic							3													
Great Northern														1						
Esquimalt & Nanaimo							1	1				1								
Maine Central							1									1				
London & Port Stanley			1	1																
	2	5	31	57	3	2	143	102	1	50	14	212	5	39	1	58		21	5	3

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 4.—STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916.—*Continued.*

	Crawling under cars.		Crawling through cars overcouplers.		Caught while passing cars between couplers.		Cars standing foul.		Struck by switch stand, water spout, mail crane, etc.		Crushed between cars, building, lumber piles, etc.		Explosion of locomotive boiler.		Falling off passenger train.		Falling off tender while handling coal.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk			1		1	3	1	2	1	4	1	3				3		
Canadian Pacific					2	1			1	2		3			1	9		
Canadian Northern								1				1						
Toronto, Hamilton and Buffalo																		
Michigan Central																		
Père Marquette																		
Grand Trunk Pacific																		
Canadian Northern, Quebec																		
Quebec and Lake St. John																		
St. Lawrence and Adirondack																		
Quebec, Montreal and Southern																		
Algoma Central and Hudson Bay																		
Temiscouata																		
Winnipeg Joint Terminals																		
Canadian Northern Ontario																		
Quebec Oriental												1						1
Niagara, St. Catharines and Toronto																		
Central Vermont																		
Montreal and Southern Counties																		
Ottawa and New York																		
Morrissey, Fernie and Michel																		
Halifax and Southwestern																		
Wabash			1								1							
Boston and Maine																		
Windsor, Essex and Lake Shore																		
Midland																		
Vancouver, Victoria and Eastern																		
Dominion Atlantic																		
Great Northern																		
Esquimalt and Nanaimo																		
Maine Central																		
London and Port Stanley																		
	....	1	1		3	4	1	3	2	6	2	8			1	12		1

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 4 —STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916.—*Continued.*

	Falling off tender while taking water.		Working in shop.		Riding on pilot of engine.		Overhead bridge.		Repairing cars on repair track when moved by engine		Falling off top of car while walking over train.		Falling between cars going over top.		Train parting and colliding.		Jumping off train in motion.		Attempt to board train in motion.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk		1	1	13				1				13		1		1	4	11	4	4
Canadian Pacific		1	2		1	1						4				1	4	8	3	2
Canadian Northern				4	1	1						2				1		4		2
Toronto, Hamilton and Buffalo																	1	3		1
Michigan Central				6								2				3	1	1		3
Père Marquette				4							1									
Grand Trunk Pacific																				
Canadian Northern Quebec																				
Quebec and Lake St. John																				1
St. Lawrence and Adirondack																1		1		1
Quebec, Montreal and Southern																				
Algoma Central and Hudson Bay														1					1	
Témiscouata																				
Winnipeg Joint Terminals																				
Canadian Northern Ontario		2																1		
Quebec Oriental																				
Niagara, St. Catharines and Toronto														1						
Central Vermont																				
Montreal and Southern Counties																				
Ottawa and New York																				
Morrissey, Fernie and Michel																				
Halifax and Southwestern				2																
Wabash				1							1						1	1		1
Boston and Maine																				
Windsor, Essex and Lake Shore																		1		
Midland																				
Vancouver, Victoria and Eastern				2																
Dominion Atlantic																				
Great Northern																				
Esquimalt and Nanaimo																		1		
Maine Central																				
London and Port Stanley																				
	4	3	99	2	2		1			5	22		3		7	11	38	8	22	

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 4.—STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916.

	Washout.		Bridge gave way or burnt.		Electrocuted.		Run down in yard by switch or other engine or moving cars.		Passing too close around end of string of cars.		Caught in frog, guard rail, or switch rod.		Caught while throwing switch.		Falling off cars while climbing up and coming down side or end ladders.		Falling off cars while working hand brakes.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I	K.	I.	K.	I.
Grand Trunk							13	15							1	1		
Canadian Pacific							6	15							1	1		1
Canadian Northern							3	3										1
Toronto, Hamilton & Buffalo																1		1
Michigan Central							4	3				1				1		
Père Marquette												1						
Grand Trunk Pacific			1													1		
Canadian Northern Quebec								2								2		
Quebec & Lake St. John																		
St. Lawrence & Adirondack																		
Quebec, Montreal & Southern																		
Algoma Central & Hudson Bay							1											
Temiscouata								1										
Winnipeg Joint Terminals												1						
Canadian Northern Ontario								1										
Quebec Oriental																		
Niagara, St. Catharines & Toronto								1										
Central Vermont																		
Montreal & Southern Counties																		
Ottawa & New York								2										
Morrissey, Fernie & Michel																		
Halifax & Southwestern																		
Wabash																		
Boston & Maine																		1
Windsor, Essex & Lake Shore					1													
Midland																		
Vancouver, Victoria & Eastern																1		
Dominion Atlantic																		
Great Northern																		
Esquimalt & Nanaimo																		
Maine Central																		
London & Port Stanley																		
			1		1		27	42				3			2	8		4

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

No. 4.—STATEMENT showing the character of accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1916—*Continued.*

	Asphyxiated in tunnel		Handling freight.		Loading and unloading O.C.S. material.		Building and repairing.		Working in coal chute.		Cars moved while loading and unloading.		Drawbridge open		Repairing cars on running track when moved by engine.		Locomotive dropping crown sheet of firebox.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk			2	14		7		2		1						1			122	296
Canadian Pacific				1		2		1								1			130	180
Canadian Northern				5		5				6		1							22	127
Toronto, Hamilton and Buffalo				3		4													6	51
Michigan Central				3		15				1		4							11	211
Père Marquette				1		1													2	15
Grand Trunk Pacific				1		3													4	28
Canadian Northern Quebec				7		1		3		2									5	62
Quebec and Lake St. John				1																9
St. Lawrence and Adirondack				1																16
Quebec, Montreal and Southern																				6
Algoma Central and Hudson Bay																			3	2
Temiscouata																			1	
Winnipeg Joint Terminals																			3	1
Canadian Northern Ontario																			4	18
Quebec Oriental																				1
Niagara, St. Catharines & Toronto																			2	3
Central Vermont																				1
Montreal and Southern Counties																			1	31
Ottawa and New York																			2	4
Morrissey, Fernie and Michel																				2
Halifax and Southwestern				1															2	5
Wabash																			9	13
Boston and Maine																			1	2
Windsor, Essex and Lake Shore																			1	1
Midland																				1
Vancouver, Victoria and Eastern				2		2														31
Dominion Atlantic																			3	
Great Northern																				1
Esquimalt and Nanaimo																			1	3
Maine Central																			1	1
London and Port Stanley																			1	1
			2	40		40		6		10		5				2			337	1125

SESSIONAL PAPER No. 20c

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

STATEMENT No. 5.—Comparative statement in totals of killed and injured between years ending March 31, 1915, and March 31, 1916, separately for each and every accident.

Character of Accidents.	1915.		1916.		1916. Increase.		1916. Decrease.	
	K.	I.	K.	I.	K.	I.	K.	I.
Derailment	7	82	6	55			1	27
Collision head on	2	46	4	5	2			41
Collision rear end	7	49	11	76	4	27		
Collision in yard	3	54	26	31	23			23
Collision with cars standing foul of main line		2	1		1			2
Collision with cars account open switch		4		3				1
Collision at level crossing	2	22		1			2	21
Highway crossing protected by gates	6	10	3	4			3	6
Highway crossing protected by bell	2	7	9	8	7	1		
Highway crossing protected by watchman	2	5	2	5				
Highway crossing unprotected	37	68	31	57			6	11
Private crossing	3	2	3	2				
Trespassing	170	126	143	102			27	24
Working on or under engine	2	55	1	50			1	5
Unclassified	12	208	14	212	2	4		
Adjusting couplers, coupling or uncoupling	7	38	5	39		1	2	
Working on track or bridge	3	86	1	58			2	28
Falling off hand car, motor or velocipede	4	26		21			4	5
Hand car, motor, velocipede struck by train	5	9	5	3				6
Crawling under cars		1		1				
Crawling between cars over couplers	1	1	1					1
Caught while passing through cars between couplers	1	4	3	4	2			
Cars standing foul		7	1	3	1			4
Struck by switch stand, water spout, etc	1	8	2	6	1			2
Crushed between cars, buildings, platforms, etc		9	2	8	2			1
Explosion of locomotive boiler								
Falling off passenger train	3	11	1	12		1	2	1
Falling off tender while handling coal		6		1				5
Falling off tender while taking water		7		4				3
Working in shop	4	98	3	99		1	1	
Riding on pilot of engine	2	6	2	2				4
Overhead bridge		1		1				
Repairing cars on repair track when moved by engine		1						1
Falling off top of car while walking over train	4	22	5	22	1			
Falling between cars going over top	2	3		3			2	
Train parting and colliding	1	3		7		4	1	
Jumping off train in motion	3	45	11	38	8			7
Attempt to board train in motion	2	29	8	22	6			7
Washout		21						21
Bridges gave way or burnt	1	1	1					1
Electrocuted	2		1				1	
Run down, by engine or car	35	41	27	42		1	6	
Passing too close around end of string of cars		2						2
Caught in frog, guard rail or switch rod		1		3		2		
Caught while throwing switch		1						1
Falling off cars while climbing up and coming down side or end ladders	1	6	2	8	1	2		
Falling off cars while working hand-brake	1	6		4			1	2
Asphyxiated in tunnel								
Handling freight		21	2	40	2	19		
Loading or unloading O. C. S. material		68		40				28
Building and repairing		13		6				7
Working in coal chute	1	7		10		3	1	
Cars moved while loading or unloading		9		5				4
Drawbridge open								
Repairing cars on running track when moved by engine		2		2				
Locomotive dropping crown sheet of fire-box		3						3
	337	1,363	337	1,125	63	66	63	304
	337	1,125						66
		238		Decrease.				238

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

STATEMENT No. 6.—Comparative statement in totals of killed and injured between year ending March 31, 1915, and March 31, 1916, for each railway separately.

Name of Railway.	1915.		1916.		1916. Increase.		1916. Decrease.	
	K.	I	K	I.	K.	I	K	I
Grand Trunk	129	514	122	296			7	218
Canadian Pacific	135	198	130	180			5	18
Canadian Northern	26	275	22	127			4	148
Toronto, Hamilton & Buffalo	4	59	6	51	2			8
Michigan Central	5	36	11	511	6	175		
Pere Marquette	2	55	2	15				40
Grand Trunk Pacific	5	84	4	28			1	56
Canadian Northern Quebec	7	26	5	62		36	2	
Quebec & Lake St. John		1		9		8		
St. Lawrence & Adirondack	2	13		16		3	2	
Quebec, Montreal & Southern		2		6		4		
Algoma Central & Hudson Bay	1	3	3	2	2			1
Temiscouata			1		1			
Winnipeg Joint Terminals		2	3	1	3			1
Canadian Northern Ontario	5	19	4	18			1	1
Quebec Oriental		1		1				
Niagara, St. Catharines & Toronto		3	2	3	2			
Central Vermont		2		1				1
Montreal & Southern Counties			1	31	1	31		
Ottawa & New York	2	6	2	4				2
Morrissey, Fernie & Michel		1		2		1		
Halifax & Southwestern			2	7	2	5		
Wabash	4	9	9	13	5	4		
Boston & Maine	3	3	1	2			2	1
Windsor, Essex & Lake Shore	1	20	1	1				19
Midland				1		1		
Vancouver, Victoria & Eastern		18		31		13		
Dominion Atlantic	1	2	3		2			2
Great Northern				1		1		
Esquimalt & Nanaimo	2	3	1	3			1	
Maine Central			1	1	1	1		
London & Port Stanley			1	1	1	1		
Atlantic, Quebec & Western		1						1
Central Ontario	2						2	
Algoma Eastern		1						1
Chatham, Wallaceburg & Lake Erie		1						1
Erie & Ontario		1						1
Brantford & Hamilton	1	2					1	2
	337	1,363	337	1,125	28	284	28	522
	337	1,125						284
		238		Decrease				238

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STATEMENT No. 7.—Statement showing collisions attended by personal injury investigated during year ending March 31, 1916.

File.	Date.	Railway.	Place.	Killed.	Injured.
Inv.	1915.				
3852	April 13	G.T.R	Stratford roundhouse	1	
3864	April 23	G.T.R	Hyde Park Jct		2
3897	May 17	G.T.R	Fort Erie		1
3906	May 19	G.T.R	Depot Harbour yard		1
3975	Aug. 29	Q. & L. St. J	Charlesbourg		1
4001	Sept. 20	M.C.R	Welland, just west		1
4031	Sept. 17	C.N.Q	St. Paulin, M.P. 106		1
4046	Oct, 5	N. St. C	Chaplin's siding, Lake Shore S.D.		1
4074	Nov 25	G.T.R	Belœil, 1 mile west		2
4097	Nov. 7	C.P.R	Mil. 133-6, Moosejaw S.D	1	
4110	Oct. 15	A.C. & H.B	M.P. 9½ Magpie Beach	1	
4119	Dec. 8	C.P.R	Stittsville yard		1
4124	Nov. 8	G.T.P	Oban, Sask		2
4127	Dec. 18	M. & S. C	Victoria Jubilee Bridge		31
4128	Oct. 29	G.T.P	Mile Post, 43½ from Prince Rupert	2	1
4157	Dec. 29	G.T.R	Paris Junction		1
4175	Dec. 18	C.P.R	Fort William, Ont	3	
4181	Dec. 9	C.N.R	Rosedale		1
4182	Dec. 13	C.N.R	9 poles west M.P. 56 Mabella, Port Arthur S		1
4186	Jan. 14	G.T.R	Toronto, Dunn avenue		2
4191	Jan. 22	C.N.Q	Aldred, Joliette S.D.		1
4197	Nov. 25	C.P.R	Mileage 192, Lethbridge S.D		3
4198	Jan. 25	G.T.R	Belleville yard		1
4200	Jan. 25	C.N.O	Rideau yard, 2 miles east		1
4206	Jan. 28	C.P.R	Bury, Que		1
4220	Feb. 11	C.N.Q	Mil. 133-35 east of Elizabeth station		5
4221	Dec. 30	C.P.R	Near Belbeck, Sask	1	1
4223	Feb. 2	M.C.R	Windsor yard		1
4224	Jan. 4	C.P.R	Moosejaw, 1½ miles east of	2	
4227	Jan. 12	C.N.R	Edmonton		1
4256	Jan. 3	Wabash	Aylmer, 3 miles east		1
4271	Dec. 31	C.N.R	Kindersley S.D., near Saskatoon		2
4276	Feb. 28	G.T.R	Gore		2
4283	Mar. 23	G.T.R	Port Credit	3	16
4295	Jan. 12	C.P.R	Brandon	19	10
4300	Jan. 31	C.N.R	Goodwater		1
4150	Dec. 3	C.P.R. & Wp. El. Ry	Winnipeg, Talbot street		1

NOTE.—Thirty-seven investigations covering 33 persons killed and 98 persons injured.

STATEMENT No. 8.—Statement showing derailments attended by personal injury investigated during year ending March 31, 1916.

File.	Date.	Railway.	Place.	Killed.	Injured.
Inv.	1915.				
3840	Mar. 3	G.T.R	Hawkesbury		2
3842	Mar. 5	A.Q. & W	Le Bresley's Garsons		1
3884	May 5	G.T.R	Lidden Jct		1
3886	May 10	C.P.R	Pennfield Tank, 1½ miles east		1
3896	May 19	G.T.R	Bethany, 1½ miles east		1
3901	May 31	G.T.R	Ilderton, 1 mile south		29
3934	May 14	G.T.P	M. P. 53, 6 poles south		2
3947	July 19	C.N.R	Janet, Alta		2
3949	July 26	C.P.R	Mil. 66, Crows Nest S.D		1
3958	Aug. 4	T.H. & B	Dundas, ½ mile west		1
3974	June 30	Q. & L. St. J.	Quebec, M.P. 177		2
3979	Aug. 27	C.N.R	Limoilou Jct		1
3986	Aug. 17	C.P.R	Golden, ½ mile east	1	1
3987	Aug. 14	C.N.O	Kinghorn siding	1	1
4001	Sept. 24	G.T.R	Gilbert		5
4009	Sept. 20	C.P.R	Near Mil. 33 Coronation S.D	1	1
4012	Sept. 26	G,T.R	Newtonville	1	
4013	Sept. 27	G.T.R	Oakville, 2 miles west		8
4034	Oct. 8	M.C.R	Alviston, Ont		1
4061	Oct. 18	C.P.R	M.P. 4.2 Waltham S.D		1
4075	Oct 31	G.T.R	Montreal, Turcot		2
4133	Nov. 18	C.P.R	Mil. 1.6 Shuswap S.D		1
4137	Dec. 15	C.N.Q	Limoilou yard		1
4139	Dec. 12	G.T.R	Bromptonville, Que		1
4149	Nov. 14	C.N.R	Kamloops, mile post 22	1	1
4151	Jan. 13	G.T.R	Dorval, Que	1	1
4205	Jan. 17	G.T.R	Point Levis		1
4228	Feb. 7	C.N.Q	Perthius		2
4239	Feb. 16	G.T.R	Lachine		1
4245	Feb. 27	C.N.Q	Arundel, ¼ mile south		2
4263	Mar. 6	C.N.R	Mil. 198, 10 poles east		1
4264	Feb. 25	G.T.R	Kingston Jct	1	
4266	Feb. 13	G.T.R	Forest		3
4293	Feb. 8	C.N.R	Mile Post 106 Kipling S.D		2
4294	Dec. 25	C.N.R	Mileage 273·9, 3 miles east		2
4297	Feb. 14	C.N.R	Moore, Oak Point S.D		1

NOTE—36 investigations covering seven persons killed and 87 persons injured.

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STATEMENT No. 9.—Statement showing highway crossing accidents attended by personal injury investigated during year ending March 31, 1916.

File.	Date.	Railway.	Place.	Killed.	Injured.
Inv.	1915.				
3836	Nov. 24 (1914).	C.V.R.	Stanbridge, crossing ¼ mile north		1
3838	Mar. 22	C.P.R.	Milton, Martin st	1	
3839	Mar. 20	P.M.R.	St. Thomas, Talbot st		1
3841	Mar. 16	G.T.R.	Brantford, Grey st	1	
3843	Mar. 18	C.P.R	Thorah, crossing Mil. 42.5.	1	
3846	Mar. 2	C.P.R.	Osage, 1st crossing east		1
3848	Feb. 3	C.P.R.	McDonald, McBain's crossing.		2
3849	Mar. 22	G.T.R.	London, Rectory st		1
3853	April 6	G.T.R	Ottawa, Parkdale ave	1	
3855	Mar. 30	G.T.R	Toronto, Frederick st		1
3858	April 19	C.P.R.	St. Philippe, St. Andre range crossing	1	
3860	April 16	C.N.R	Smiths Falls, 1st public crossing west.		1
3869	April 29	G.T.R	Port Colborne, Charlotte st		1
3872	Mar. 23	C.N.R	Calgary, 1st crossing east		1
3875	May 7	G.T.R.	Vineland, crossing west of	1	
3878	May 7	C.P.R.	Toronto, Symington ave		1
3881	May 3	G.T.R.	Cardinal, Nill siding		1
3887	Apr. 19	T.H. & B.	Brantford, Greenwich		1
3888	May 13	C.V.R	St. Armand, 1st crossing north station		1
3889	May 3	G.T.R	Tillsonburg, Brock st. crossing		1
3892	May 13	G.T.R	Howich, crossing north station		1
3893	May 20	C.P.R.	West Toronto, Eglington ave	1	
3898	June 1	G.T.R.	Coaticooke, 5 crossing west	1	
3902	May 23	P.M.R	Port Stanley, Warren st		1
3903	May 25	C.N.R.	Colbourne, 1st crossing east station	1	
3909	May 31	C.N.R.	Clarkleigh, crossing M.P. 66	1	
3910	June 3	G.T.R.	King, Mil. 23·12 Springhill	1	
3922	June 23	C.P.R.	Magog, Lake st		1
3923	June 14	G.T.R.	Point St. Charles, Charlevoix st	1	
3926	June 10	C.P.R	Cooksville, centre road crossing.	1	
3927	June 17	G.T.R.	Moorefield, 1st crossing south.		2
3929	June 9	G.T.R.	London, Adelaide st		1
3931	June 24	G.T.R.	Cornwall, 9-mile road	1	
3935	June 24	C.P.R	Quebec, Dorchester st		1
3936	July 12	G.T.R.	Thamesville, crossing 100 yards east.	2	1
3939	July 2	G.T.R	Lorne Park		2
3941	June 25	G.T.R.	Valleyfield, Grand Isle ave		1
3942	June 30	C.P.R.	Farnham, east Adamsville st.		2
3943	July 4	G.T.R.	Lorne Park	1	
3949	July 19	C.N.R.	Mil. 12, 11 miles west Brockville.		4
3952	July 28	G.T.R	Hespeler, 2nd crossing south	1	
3953	Aug. 1	L. & L.E.	London, Emery st. crossing		
3954	July 27	G.T.R.	Montreal, Canning st	1	
3957	Aug. 14	G.T.R.	Hamilton, King st	1	1
3961	Aug. 14	L. & P.S.	Port Stanley, Warren st	1	1
3962	Aug. 28	T.H. & B.	Ancaster, Tp. Wentworth, road crossing	4	1
3971	Aug. 11	G.T.R	Alvinston, crossing 10th line	1	
3980	Aug. 11	M.C.R.	Niagara Falls, Simcoe st		1
3981	Aug. 29	C.P.R	London, Richmond st	1	
3982	July 26	G.T.R.	Stratford, Downie St		1
3984	Sept. 2	G.T-R.	Walkerville, Drullard St. crossing		1
3999	Sept. 14	G.T.R.	London, Richmond St.		1
4060	Sept. 16	M.C.R.	Niagara, Eastwood crossing		2
4003	Sept. 25	G.T.R.	Westboro, Carling Ave	2	1
4008	Oct. 7	G.T.R.	Findley, crossing ½ mile east.	1	
4014	Aug. 5	C.P.R.	Sintaluta, ½ mile east.		1
4015	Sept. 16	Wabash	Stamford, Fowles Road crossing	3	
4017	Oct. 11	G.T.R	Malton, 2 miles east	1	
4020	Sept. 2	C.P.R.	Sudbury, Elm St		
4039	Sept. 22	C.P.R.	Newdale, crossing east station	1	
4041	Nov. 3	O. & N. Y.	Cambridge, Landry crossing M.P. 29	1	
4042	Oct. 27	G.T.R.	Port Colborne, Fraser St.		1
4043	Oct. 12	G.T.R.	Allanburg, 1st crossing east		1
4056	Oct. 31	T.H. & B.	Brantford, Brant St		1

STATEMENT No 9.—Statement showing highway crossing accidents attended by personal injury investigated during year ending March 31, 1916—*Concluded.*

File.	Date.	Railway.	Place.	Killed.	Injured.
Inv.	1915.				
4057	Oct. 30..	G-T R..	Baden, 2nd crossing east		1
4060	Oct. 25..	C.N.O	Mile 1.26 from Aldred..		1
4063	Oct. 12..	C.P.R	Montreal, Papineau Road crossing..	1	
4079	Oct, 27..	C.N.R..	Port Rouge yard, Pembia crossing..		1
4090	Oct. 21..	C.P.R..	Redvers, town crossing		3
4091	Oct. 13..	C.P.R..	Hatton, 200 feet east..	1	
4108	Nov. 8	C.P.R.	Binscarth, crossing ¼ mile east.		1
4109	Nov. 13..	C.N.R..	Strathcona, Bet. No., Sec. 11 and 14 Tp. 47, R. 29..		1
4116	Dec. 1	C.N.R.	Ashville, Sec. 23 and 24..		1
4118	Dec. 1	G.T.R.	St. Isidore, 1st crossing south		1
4121	Dec. 8	C.P.R..	Alcove, crossing east of station		1
4122	Dec. 7	C.P.R..	Chesterville, crossing west of station	1	
4136	Dec. 20	G.T.R..	Montreal, St. Henri, St. Marguerite St. King		1
4143	Jan. 6	C.P.R	Kempton, Kemptville Road crossing	1	
4145	Jan. 7.	C.P.R..	Montreal, St. Laurent crossing.	1	
4161	Dec. 13..	C.P.R..	Shoal Lake, crossing west of station.		1
4189	Dec. 29	G.T.R..	West Toronto, Weston Road		1
4195	Feb. 2	C.N.O..	Oshawa, 2nd crossing east	1	3
4196	Jan. 8	G.T.R..	Belleville, Canifton Road crossing.	1	1
4215	Feb. 2	G.T.R.	Iroquois, Wilson's public crossing..		1
4217	Jan. 29.	C.P.R..	Tp. of Arthur, 1,700 ft. east M.P. 32		1
4218	Feb. 5	G.T.R	Montreal, Atwater Ave..	1	
4223	Dec. 20..	C.P.R..	Chaplin, crossing west of station..		1
4229	Feb. 15..	C.N.O..	Tetreauville, Désormeaux St. crossing	1	
4243	Feb. 24..	G.T.R..	Bronte, 1st public crossing west..	1	
4244	Jan. 23..	G.T.R..	Strathroy, Caradoc St. crossing..		1
4265	Feb. 22..	C.P.R	Blyth, Queen St. crossing..		1
4268	March 9	M.C.R..	Niagara Falls, Erie St. crossing.		1
4269	March 16	C.P.R	Hawkesbury West, Hawkesbury Road crossing.		1
4270	March 6	C.N.Q..	D'Argenteuil, Chatham Road crossing	1	
4272	Jan. 31	C.N.R..	Kemsac, Sec. 25, Tp. 29, R. 32, W.P.M..	1	1
4275	March 7	C.P.R	London, Third St. crossing.		1
4278	March 10..	C.P.R..	Pembroke, Rankin St. crossing.	1	
4280	Jan. 13	Wabash	Courtland, Talbot Road crossing..	1	
4285	March 8..	C.P.R..	Toronto, Berkeley St. crossing..		1
4303	Feb. 22	C.P.R	Herbert, 1 mile west	1	

NOTE—100 investigations covering 51 persons killed and 77 injured.

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STATEMENT No. 10.—Statement showing the number of highway crossing accidents with the total number of killed and injured by provinces and railways for the year ending March 31, 1916.

Name of Railway.	Ontario.	Quebec.	New Brunswick.	Nova Scotia.	Manitoba.	British Columbia.	Sask.	Alberta.	Total.	Killed.	Injured.
Canadian Pacific	16	6			3	1	5		31	12	20
Grand Trunk	31	9							40	17	28
Michigan Central	3								3		4
Canadian Northern	1				3		1	2	7	3	13
Toronto, Hamilton & Buffalo	3								3	4	3
Pere Marquette	1								1		1
Canadian Northern Quebec		3							3	2	1
Canadian Northern Ontario	1								1	1	
Central Vermont		1							1		1
Ottawa & New York	2								2	1	1
Wabash	2								2	4	1
London & Port Stanley	1								1	1	1
Total	61	19			6	1	6	2	95	45	74

STATEMENT No. 11.—Statement showing highway crossings at which protection provided, and nature of protection, during year ending March 31, 1916.

File No.	Order No.	Location of Crossing.	Railway.	Nature of Protection.
386	23483	Winnipeg, Portage Avenue, St. James	C P R	Limitation of speed.
25450	23505	Toronto, Ont., Wilton Avenue and Dickens Ave	G.T.R	Subway.
9437 1245	23511	Stevensville Station, crossing immediately west of	M C R	Electric bell.
9437.1156	23549	Tweed, Ont., Victoria Street	C.P.R. & C N R	Flagman and speed limitation.
9437.1261	23640	Brantford, Ont., Grey Street	G.T.R	Prohibited from allowing cars to stand on side track west of main track at said crossing, closer than 150 feet from street line.
9437.1219	23679	Mile 1.26 from Ottawa, Metcalfe Road, Bank St	C.P.R	Speed limitation.
9437.1213	22734	Winchester, Ont., St. Lawrence Street.	C.P.R	Electric bell.
9437.1165	23795	Ketopec, N.B., mileage 6 94	C.P R	Electric bell.
9437.1267	23821	Ottawa, Ont., Parkdale Ave.	G.T R	Electric bell.
3701 286 & 9437 567	23823	Cobourg, Ontario, Ontario Street	G.T.R. and Campbellford, Lake Ontario & W.	Watchman, bet. 7 a.m. and 8 p.m.
9437.1223	23852	Brantford, Ontario, toll gate crossing.	G T R	Removal of trees.
9437 1273	23863	St. Armand Depot, Que,, 1st public crossing north	C.V R	Speed limitation.
25046	23865	White Rock Station, crossing east of	G.N R.	Electric bell.
9437.1263	23890	Edmonton, Alta., Ottawa Avenue	C N. & G.T.P.Rys	Electric bells.
3701 44	23899	Highway between lots 8 and 9, concession 7, tp. Hamilton, united counties of Northumberland, Province of Ontario.	Campbellford, Lake Ontario & W.	Gates.
9437.1270	23965	Penetanguishene, Ont., Robert Street	G.T.R	Electric bell.
9437.1244	24000	Bet. lot No. 1 on west side Yonge St., and lot No. 40, 3rd concession from the Bay, tp. of York, along Eglington Ave.	C.P.R	Electric bell.
9437.1244	24000	Bet. lot No. 1, west side Yonge St., and lot No. 40, 3rd concession from the Bay, tp. of York; along Eglington Ave.	G.T R	Electric bell.
9437.963	24004	St. Thomas, Ont., Park St.	M.C R	Electric bell.
9437.136	24014	Village of Buxton, crossing at centre side road, tp. Raleigh	M.C.R	Electric bell.
9437.1269	24016	St. Phillippe Station, public highway west	C.P.R.	Electric bell.
5824	24029	Hamilton, Ont., intersection of Barton St. and Ferguson Ave	G.T.R.	Gates.
9437.1271	24045	Toronto, Symington Ave	C.P.R.	Gates.
9437.1262	24158	Nanaimo, B.C., crossing of Comox Road	E. & M.R.	Electric bell.
25652	24217	Tp. Oro, County Simcoe, crossing Ridge Road	G.T.R	Removal of trees.
9437.279	24233	Winnipeg, Man., Talbot Ave.	C.P.R	Gates (hand-operated).
9437.1289	24235	Port Stanley, Warren St.	London & Port Stanley Ry.	Electric bell.
9437.1252	24324	Village Mono Road, tp. Albion	C.P.R.	Electric bell.
9437.608	24328	Hamilton, Ont., intersection Main St. and Ferguson Ave	G.T.R	Day and night watchman.
9437 1094	24343	Lorne Park Station, crossing immediately west of	G.T.R.	Gates.
9437 1301	24361	Nerepis Station, public crossing 950 feet west of	C.P.R.	Electric bell.
9437.1275	24412	New Westminster, B.C., Twelfth St.	British Columbia Elec. Ry	Electric bell.

9437 1286	24597	Thamesville, Ont., Chatham Road crossing	G.T.R	Electric bell.
9437.1331	24633	Baden Station, Ont., second crossing east	G.T.R	Electric bell.
9437.1325	24697	Allanburg Station, Ont., first crossing north	G.T.R	Electric bell.
9437.914	24712	Chesterville, Ont., Main St	C.P.R.	Electric bell.
9437 1309	24723	Welsford Station, N.B., crossing west side of station	C P.R.	Electric bell.
9437.1317	24754	Municipality of Tp. of Etobicoke, Ont., overhead crossing	G.T.R	Electric bell.
9437 1322	24755	Burlington, Ont., vicinity of Brant Ave	G.T.R	Electric bell.
9437.628	24762	Ancaster Road	T.H. & B.	Removal of hedge and embankment.

STATEMENT No. 12.—Statement showing the number of highway crossings at which protection has been ordered by the Board, and nature of protection, set out by provinces, for the year ending March 31, 1916.

Nature of Protection.	Nova Scotia.	New Brunswick.	Quebec.	Ontario.	Manitoba.	Saskatchewan.	Alberta.	British Columbia	Total.
Gates		2	1	1	1		2	4	5
Electric Bell				1					1
Diversion									
Limit [illegible] of speed			1	1	1				3
Removal of buildings									
Train movements [illegible]									
Tracks to be kept clear				1					1
Removal of trees									
Removal of trees and trees				3					3
Overhead bridge									
Flagman and speed limitation				1					1
Total		2	2	29	2		2	4	41

STATEMENT No. 13 (*a*).—Statement showing number of persons killed and injured at public highway crossings, separately for each year for five years ending March 31, 1916.

Year.	Gates.		Bell.		Watchman.		Unprotected.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
1912	4	7	2	12	2	2	42	65	50	76
1913	6	6	4	5		3	29	48	39	62
1914	10	13	1	6	6	12	44	84	61	115
1915	6	10	2	7	2	5	37	68	47	90
1916	3	4	9	8	2	5	31	57	45	74
Totals	29	40	18	28	12	27	183	322	242	417

STATEMENT No. 13 (*b*).—Statement showing number of accidents at highway crossings, classified for five years ending March 31, 1916.

	Crossing protected by gates.	Crossing protected by watchman.	Crossing protsected by bell.	Crossing unprotected.	Total.
Automobile	5	5	7	38	53
Horse and rig	12	11	21	259	303
Pedestrian	47	13	10	98	168
Total	64	29	36	395	524

NOTE.—The total of 524 accidents covers 242 persons killed and 417 persons injured as referred to in the preceding statement.

STATEMENT No. 14.—Statement showing the number of Trespassers Killed and Injured by Provinces and Railways for the Year ending March 31, 1916.

Name of Railway.	Ontario.		Quebec.		British Columbia.		Alberta.		Saskatchewan.		Manitoba.		New Brunswick.		Nova Scotia.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk	38	27	19	11	.	.	.	.	.	.	.	.	.	.	.	.	57	38
Canadian Pacific	16	18	11	4	4	4	8	2	7	5	5	3	1	.	.	.	52	36
Canadian Northern	5	1	.	.	.	.	1	2	1	5	.	.	.	.	.	.	7	8
Toronto, Hamilton & Buffalo	1	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	1
Michigan Central	6	5	.	.	.	.	.	.	.	.	.	.	.	.	.	.	6	5
Père Marquette	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.
Grand Trunk Pacific	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	1	.
Canadian Northern Quebec	.	.	3	4	.	.	.	.	.	.	.	.	.	.	.	.	3	4
Quebec & Lake St. John	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	1
St. Lawrence and Adirondack	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	1
Quebec, Montreal & Southern	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	1
Algoma Central & Hudson Bay	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1
Canadian Northern Ontario	3	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	3	.
Quebec Oriental	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	1
Niagara, St. Catharines & Toronto	2	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	2	.
Ottawa & New York	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.
Morrissey, Fernie & Michel	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	1
Halifax & Southwestern	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	1	1
Wabash	4	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	4	.
Vancouver, Victoria & Eastern	.	.	.	.	.	2	.	.	.	.	.	.	.	.	.	.	.	2
Dominion Atlantic	.	.	.	.	.	.	.	.	.	.	.	.	.	.	3	.	3	.
Esquimault & Nanaimo	.	.	.	.	1	1	.	.	.	.	.	.	.	.	.	.	1	1
Maine Central	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.
Total	77	53	34	23	5	8	9	4	9	10	5	3	1	.	3	1	143	102

STATEMENT No. 15.—Statement showing the number of persons killed and injured on the various railways under the jurisdiction of the board from February 1st, 1904, until March 31, 1916, classified under three headings and shown separately for each and every year.

Year.	Passengers.		Employees.		Others.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.
1905	73	38	168	92	101	14	402	144
1906	76	43	126	163	179	17	381	223
1907	42	210	212	317	206	76	460	603
1908	64	326	246	806	219	177	529	1,309
1909	26	327	191	769	231	205	448	1,201
1910	51	211	194	745	211	167	456	1,123
1911	24	132	263	788	207	199	494	1,119
1912	28	292	230	1,381	231	238	489	1,911
1913	21	410	303	1,603	1,319	218	643	2,231
1914	31	339	249	1,250	314	310	594	1,899
1915	8	239	99	873	230	251	337	1,363
1916	17	140	120	788	200	197	337	1,125
Total	461	2,607	2,401	9,575	2,708	2,069	5,570	14,251

STATEMENT No. 16.—Statement showing the number of persons killed and injured in the more prominent accidents on the various railways under the jurisdiction of the Board, shown separately for each year for the five years ending March 31, 1916.

Nature of Accident.	1912.		1913.		1914.		1915.		1916.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Derailment	45	221	19	317	39	257	7	82	6	55	116	932
Collision head-on	8	58	26	108	7	29	2	46	4	5	47	246
Collision rear-end	13	31	16	90	14	23	7	49	11	76	61	269
Collision in yard	*	*	8	51	18	55	3	54	26	31	55	191
Collision with cars, foul main track	5	7	2	1		8		2	1		8	18
Collision with cars, open switch	2	39		15	5	17		4		3	7	78
Collision at level crossing	2	4			1	39	2	22		1	5	66
Highway crossing, protected	13	26	10	14	17	31	10	12	14	17	64	110
Highway crossing, unprotected	36	56	22	48	14	84	37	68	31	57	177	310
Adjusting couplers, etc	11	63	29	92	11	60	7	38	5	39	63	292
Trespassing	162	122	251	116	238	164	170	126	143	102	964	630
Hand car, motor, struck by train	13	10	16	16	10	13	7	9	5	3	49	51
Struck by switch stand, etc	2	22	1	21	4	21	1	8	3	6	10	78
Caught between cars and buildings		13	7	9	4	7		9	2	8	13	46
Falling off passenger train	7	15	10	13	6	17	3	11	1	12	27	68
Falling off car walking over train	2	20	10	43	4	41	4	22	5	22	25	157
Falling between cars walking over train		3	2	7	2	5	2	3		3	8	21
Getting off train in motion	8	43	12	53	7	55	3	45	11	38	41	234
Attempt to board train in motion	4	26	16	40	8	47	2	29	8	22	38	164
Run down by engine or cars	*	*	55	61	56	64	32	41	27	42	171	211
Locomotive dropped crown sheet	1	3	1	10	2	1		3			4	20
Total	336	788	520	1128	447	1041	298	693	302	542	1953	4192

NOTE.—*Heading not in existence.

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STATEMENT No. 17.—Statement showing number of cars inspected for year ending March 31, 1916, together with defects noted.

Name of Railway.	Cars inspected.	Cars defective.	Per cent defective.	Grand total defects.	Couplers and parts.	Per cent defective.	Uncoupling mechanism.	Per cent defective.	Hand-holds.	Per cent defective.	Air brakes.	Per cent defective.
Canadian Pacific	42,394	2,562	6·04	2,828	54	1·90	322	11·05	181	6·40	1,762	62 30
Grand Trunk	17,275	713	4·12	806	16	2·00	85	10 62	47	5·87	312	64 00
Canadian Northern	5,783	532	9·19	613	19	3·09	73	11·90	25	4·07	375	61·17
Canadian Northern, Quebec	1,685	92	5·45	100	3	3·00	12	12·00	6	6·00	64	64·00
Grand Trunk Pacific	4,973	370	7·44	382	4	1·04	35	9·16	24	6·28	212	55·49
Père Marquette	1,080	51	4·72	56	..		..		..		46	82·14
Toronto, Hamilton & Buffalo	446	18	4·03	21	...	.	4	19·04	1	4·76	11	52·38
Boston & Maine	307	13	4 24	15	. .	...	1	6 66			10	66 66
Morrissey, Fernie & Michel	128	21	16·40	35	.		1	2·85	12	34 28	19	54·28
Michigan Central	2,750	84	3·05	97	2	2·06	8	8·24	2	2·06	76	78·35
Dominion Atlantic	215	18	8·37	22	1	4·54	1	4·54	13	59·09	6	27·27
Great Northern	95	6	6 31	6		...	. .	.	.		2	33 33
Victoria & Sydney	10	1	10·00	2	.		...	.	1	50·00	1	50 00
Halifax & Southwestern	210	36	17 14	49	1	2·04	5	10·20	19	38·77	22	44·89
Temiscouata	140	24	17 14	25	...	..	4	16 00	9	36 00	9	36 00
	77,491	4,511	5·86	5,051	100	1·97	551	10·90	340	6 73	3,127	61 90

STATEMENT No. 17.—Statement showing number of cars inspected for year ending March 31, 1916, together with defects noted.—*Concluded.*

Name of Railway.	Ladders.	Per cent defective.	Sill Steps.	Per cent defective.	Height of Coupler.	Per cent defective.	Miscellaneous.	Per cent defective.
Canadian Pacific	76	2·33	143	5·09	1	0·03	289	10·21
Grand Trunk	21	8 62	18	2·25	1	0·12	100	12·50
Canadian Northern	19	3·09	25	4·07	....	.....	77	12 56
Canadian Northern Quebec	11	11·00	1	1 00	1	1·00	2	2·00
Grand Trunk Pacific	18	4·71	16	4·18	.	...	73	19·10
Pere Marquette	1	1·78	. .	... ..	1	1 78	8	14 28
Toronto, Hamilton and Buffalo	2	9·52	2	9·52	...	...	1	4·76
Boston and Maine	2	13 33	.	.. .	.....	... .	2	13 33
Morrissey, Fernie and Michel	1	2 85	2	5·71	.....	.	...	
Michigan Central	.	.....	1	1·03	..	..	8	8·24
Dominion Atlantic	.	.	1	4 54		.....		
Great Northern	...	..	...	.. ...	...	... .	4	66 66
Victoria and Sydney		. . .	.	.....	..	... .	....	
Halifax and Southwestern	.	. . .	2	4·08	...	. . .	. .	
Temiscouata	.	.....	2	8·00		. . ...	1	4 00
	151	2·98	213	4·22	4	0 07	565	11·18

STATEMENT No. 18.—Statement showing defective safety appliances on freight cars as reported by the inspectors for the year ending March 31, 1916.

Couplers and parts—	
Coupler body broken	3
Coupler body worn	
Guard arm short	
Knuckle broken	2
Knuckle worn	
Knuckle missing	4
Knuckle pin broken	3
Knuckle pin wrong	
Knuckle pin bent	
Knuckle pin missing	4
Lock block broken	50
Lock block worn	
Lock block wrong	
Lock block bent	
Lock block inoperative	
Lock block missing	34
Lock block [illegible]	
Lock block trigger missing	
Total	100
Uncoupling Mechanism—	
Uncoupling lever broken	181
Uncoupling lever wrong	
Uncoupling lever bent	41
Uncoupling lever incorrectly applied	8
Uncoupling lever missing	89
Uncoupling chain broken	188
Uncoupling chain too long	2
Uncoupling chain too short	12
Uncoupling chain kinked	2
Uncoupling chain missing	23
End casting broken	
End casting wrong	
End casting bent	
End casting loose	
End casting incorrectly applied	
End casting missing	
Keeper broken	
Keeper wrong	
Keeper bent	
Keeper loose	2
Keeper incorrectly applied	
Keeper missing	1
Angle clip loose	2
Total	551
[illegible]	
Handhold broken	15
Handhold bent	88
Handhold loose	15
Handhold incorrectly applied	11
Handhold missing	211
Total	340
Height of Couplers—	
Coupler too high	
Coupler too low	3
Carrier iron loose	1
Total	4
Ladders—	
Ladder round broken	21
Ladder round bent	77
Ladder round loose	33
Ladder round missing	15
Ladder loose	4
Ladder incorrectly applied	1
Total	151
Sill steps—	
Sill step broken	8
Sill step bent	149
Sill step loose	24
Sill step incorrectly applied	14
Sill step missing	18
	213
Air Brakes—	
Triple valve defective	
Triple valve missing	
Reservoir defective	
Reservoir loose	
Cylinder defective	41
Cylinder loose	309
Cylinder and triple valve not cleaned within 12 months	535
Cylinder and triple valve not stencilled with date of cleaning	10
Cut out cock defective	60
Release cock defective	6
Release cock missing	
Release rod broken	101
Release rod missing	94
Angle cock defective	146
Angle cock missing	32
Train pipe broken	27
Train pipe loose	49
Train pipe bracket missing	10
Cross-over pipe defective	2
Hose defective	75
Hose missing	107
Hose gasket missing	1
Retaining valve defective	10
Retaining valve missing	1
Retaining pipe defective	195
Retaining pipe missing	9
Brake rigging defective	1
Brake cut out	1177
Brake cut out; card old	94
No brake of any kind	35
Pump missing	
Total	3127
Miscellaneous Total	565
Grand Total	5051

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STATEMENT No. 19 (*a*).—Comparative statement of defects on freight cars between the four years ending March 31, 1916.

—	1913.	1914.	1915.	1916.	Total.
Couplers and parts	493	336	166	100	1,095
Uncoupling mechanism	2,632	1,606	886	551	5,675
Handholds	560	241	182	340	1,323
Air brakes	7,946	5,935	4,181	3,127	21,189
Ladders	801	647	417	151	2,016
Sill steps	613	485	301	213	1,612
Height of couplers	31	21	..	4	56
Miscellaneous	1,110	1,511	876	565	4,062
Grand total	14,186	10,782	7,009	5,051	37,028

STATEMENT No. 19 (*b*).—Comparative statement of cars inspected and defective as between the four years ending March 31, 1916.

	1913.	1914.	1915.	1916.	Total.
Cars inspected	137,054	110,407	105,486	77,491	430,438
Cars defective	13,110	9,989	6,578	4,541	34,218
Percentage defective	9·56	9·05	6·24	[illegible]	*7·94

* Average.

APPENDIX "G."

PERMANENT STAFF OF THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA FOR THE YEAR ENDING MARCH 31, 1916.

TRAFFIC DEPARTMENT.

Name.	Position.	Date of Order in Council.	Salary.
			$
Hardwell, J	Chief Traffic Officer	June 22, 1904	5,000
Brown, G. A	Chief Clerk, Traffic Dept	Oct. 3, 1904	2,350
McManus, C. E	Clerk, Traffic Dept	Aug. 20, 1904	1,400
Routhier, C. C	"	Aug. 14, 1906	1,400
Lalonde, F	"	May 6, 1907	1,200
Allen, J. S	"	May 6, 1907	1,200
Messinger, H. W	"	July 8, 1904	1,150
Usher, J. R	"	May 6, 1907	1,100
Wainwright, W. R. G	"	April 27, 1909	1,100
Harvey, R	"	Oct. 6, 1911	950
	(To take effect	June 12, 1911)	
Brethour, L. L	Clerk, Traffic Dept	Dec. 2, 1911	950
	(To take effect	June 5, 1911)	
Drum, A. B	Clerk, Traffic Dept	Feb. 6, 1913	900
	(To take effect	Feb. 1, 1913)	
Lovell, Thos	Clerk, Traffic Dept	April 19, 1915	900

ENGINEERING DEPARTMENT.

Mountain, G. A	Chief Engineer	June 30, 1904	5,000
Simmons, T. L	Asst. Chief Engineer	Oct. 3, 1904	3,100
Drury, H. A. K	1st Asst. Engineer	June 25, 1906	[1] 3,300
Belanger, A. A	2nd Asst. Engineer	May 28, 1910	3,000
Kerr, A. T	3rd Asst. Engineer	Aug. 1, 1911	[1] 3,100
Murphy, J	Electrical Engineer	May 15, 1906	[2]
Foulds, J. R	Clerk, Engineer's Dept	Aug. 14, 1906	1,150
Wadsworth, E. W	"	Sept. 12, 1912	900
	(To take effect	Sept. 1, 1911)	
Barber, Miss E. A. H	Stenographer	May 8, 1907	[4] 950
McDonald, Miss N	"	Oct. 14, 1910	800
	(To take effect	June 17, 1910)	
Bliss, Miss M	Stenographer	May 29, 1911	[4] 950
	(To take effect	April 1, 1911)	

[1] Includes living allowance of $300 during residence in West.
[2] Salary pay by Railways and Canals Department.
[4] Includes living allowance of $150 during residence in West.

RECORD DEPARTMENT.

Jamieson, W. A	Chief Clerk	Aug. 14, 1906	1,150
Langelier, D	Clerk, Record Dept	Aug. 20, 1904	1,100
Martin, J. E	"	May 6, 1907	1,100
Demers, F. R	Statistical Clerk, Records	Aug. 31, 1906	1,050
Chambers, D. H	Clerk, Record Room	June 29, 1910	1,050
Lyon, N. B	"	May 11, 1911	1,000
	[To take effect	Jan. 1, 1911)	
Carruthers, J. P	Clerk, Record Room	Sept. 12, 1912	950
	(To take effect	Oct. 1, 1911)	
Edwards, F. A	Clerk, Record Room	Oct. 19, 1912	900
	(To take effect	July 1, 1912)	
Lajoie, V	Clerk, Record Room	Dec. 10, 1912	900
	(To take effect	July 1, 1912)	

SECRETARY'S DEPARTMENT.

Name.	Position.	Date of Order in Council.	Salary.
			$
Richardson, R.	Asst. Secretary	April 12, 1905..	2,500
Ecclestone, A. E.	Chief Clerk, Secy's. Dept	Aug. 14, 1906.	1,600
Thomson, J. W.	Chief Proof Clerk, Secy's. Dept.	Sept. 1, 1904..	1,400
Arbick, J. B	Clerk, Secy's. Dept.	May 2, 1905..	1,100
	(To take effect	Dec. 23, 1904)..	
Larocque, A	Clerk, Secy's. Dept	Dec. 31, 1908..	1,050
Hollington, P. L.	"	Oct. 19, 1912..	900
	(To take effect	Sept. 1, 1912) .	
Timmins, J	Clerk, Secy's. Dept	Feb. 6, 1913.	900
	(To take effect	Sept. 1, 1912)..	
Latour, T. D	Mailing Clerk	Dec. 31, 1907..	900
Bourgault, L.	Clerk, Secy's. Dept.	Dec. 8, 1913..	850
	(To take effect	Sept. 1, 1913)..	
Gamble, Miss C. L.	Stenographer	July 19, 1912..	700
	(To take effect	June 1, 1912)..	
MacGuire, Miss E	Stenographer	July 27, 1912..	700
	(To take effect	July 1, 1912)..	
Hardy, Miss J.	Stenographer	Sept. 24, 1913..	700
	(To take effect	April 1, 1913)..	
Parish, Miss P	Stenographer	Nov. 21, 1913.	700
	(To take effect	April 1, 1913)..	

ASSISTANT SECRETARY'S DEPARTMENT.

Primeau, E. A.	Asst. Secy. for French correspondence, etc.	May 7, 1904..	3,000
Lapointe, A.	Accountant.	May 6, 1907	1,250
Casey, T. H.	Clerk, Asst. Secy's Dept	Aug. 28, 1909..	1,000
	(To take effect	Aug. 9, 1909)..	
Turcot, Miss A. M	Stenographer	May 29, 1911..	800
	(To take effect	April 1, 1911)..	

OPERATING DEPARTMENT.

Spencer, Geo.	Chief Oprg. Officer	Sept. 24, 1913..	3,600
	(To take effect	Sept. 1, 1913)..	
Lalonde, E. C	Inspector, Oprg. Dept.	Aug. 20, 1904..	2,300
Ogilvie, J.	Mechanical Expert	Mar. 4, 1907.	2,300
McCaul, M. J.	Inspector, Oprg. Dept.	May 6, 1907..	[1]2,300
Clark, J	" "	May 6, 1907..	2,000
Blyth, W. S	" "	May 6, 1907..	2,000
Hudson, A. E.	" "	May 3, 1912.	[1]2,200
Gillett, L. D	" "	May 3, 1912..	1,900
Gardiner, J.	" "	May 3, 1912..	[1]2,200
Harris, T.	" "	May 3, 1912..	1,900
Shinnick, J. H.	" "	Dec. 31, 1909..	[1]2,150
Poulin, A.	" "	July 28, 1911..	[3]1,300
	(To take effect	July 1, 1911)..	
Robertson, D.	Inspecfor, Oprg. Dept.	Nov. 6, 1915..	1,200
Ward, H. H.	Chief Clerk, Oprg. Dept.	Feb. 11, 1911..	1,550
Nelson, E. E.	Clerk and Stenographer, Oprg. Dept.	April 7, 1914..	950
	(To take effect	Mar. 1, 1914)..	
Britton, T. G.	Clerk, Oprg. Dept	May 6, 1907..	1,100
Dunsmore, T. E	Clerk and Stenographer, Oprg. Dept.	Oct. 14, 1012..	1,000
	(To take effect	May 6, 1912)..	
Parker, C. M.	Clerk and Stenographer, Oprg. Dept.	Oct. 14, 1912	900
	(To take effect	Aug. 1, 1912)..	
Beggs, D. A.	Clerk, Oprg. Dept	Nov. 27, 1913..	900
	(To take effect	April 1, 1913)..	
O'Connor, Miss G. M.	Stenographer	Dec. 31, 1908..	800
Scroggie, Miss M. H.	"	Jan. 25, 1913	[6]700
	(To take effect	Oct. 1, 1912)..	

[1] Includes living allowance of $300 during residence in West.
[3] Died August 29,1915.
[6] Resigned September 30,1915.

FIRE INSPECTION DEPARTMENT.

Name.	Position.	Date of Order in Council.	Salary.
			$
Leavitt, C.	Chief Fire Inspector	Feb. 22, 1913..	[5]800
	(To take effect	Jan. 1, 1913)..	
Johnson, H. C.	Fire Inspector	Feb. 6, 1913..	1,950
	(To take effect	Mar. 1, 1913)..	
White, R. J.	Chief Clerk and Stenog., Fire Insp. Dept.	June 29, 1910..	1,000

LAW DEPARTMENT.

Biggs, A. G.	Law Clerk	Aug. 20, 1904..	3,300
Larose, Miss R.	Stenographer and Librarian	May 2, 1905..	1,000
Flegg, Miss C. L.	Stenographer	May 29, 1912..	800
	(To take effect	April 1, 1912)..	

CHIEF COMMISSIONER.

Chapman, C. M. B.	Private Secretary to Chief Commissioner	April 11, 1907..	1,200
	Resigned	Sept. 24, 1913..	
	(To take effect	Sept. 1, 1913)..	
Lewis, Miss L. J.	Clerk and Stenographer	May 7, 1914..	1,000

LIBRARIAN.

McLaughlin,	Librarian and Supervising Officer	July 10, 1914..	3,600
	(To take effect	Feb. 1, 1914)..	
Ross, Miss M. G.	Stenographer	Sept. 11, 1909..	1,000

STENOGRAPHERS.

Cameron, Miss E. M.	Clerk and Sten. to Commissioner McLean	Aug. 20, 1904..	1,000
Casey, Miss N.	" " to Asst. Chief Commissioner	Dec. 31, 1908..	1,000
	(To take effect	Nov. 1, 1908)..	
Vaughan, Miss M.	Clerk and Sten. to Commissioner Goodeeve	May 11, 1911..	900
	(To take effect	Dec. 1, 1911)..	
Murphy, Mrs. L.	Clerk and Sten. to Deputy Chief Commiss'r	Jan. 25, 1913..	700
	(To take effect	July 1, 1912)..	

MESSENGERS

Gauthier, F. D.	Messenger	Oct. 19, 1912..	800
	(To take effect	Sept. 1, 1912)..	
Barbeau, E. S.	Messenger	Sept. 11, 1909..	700
Hodgson, W.	Messenger	Oct. 19, 1912..	700
	(To take effect	Sept. 1, 1912)..	
Wallace, A. J.	Messenger	Oct. 19, 1912..	700
	(To take effect	Sept. 1, 1912)..	

CAR "ACADIA".

Pye, W.	Car Repairer	$90 per m.

REPORTING STAFF.

Butcher, N. R.	Reporting Contract.	April 14, 1908.	4,800

[5] The salary of Mr. Leavitt is $3,800 per annum; difference paid by the Conservation Commission.

APPENDIX "H."

OTTAWA, May 16, 1916.

A. D. CARTWRIGHT, Esq.,
Secretary, Board of Railway Commissioners,
Ottawa, Ont.

SIR,—Herewith I beg to submit the annual report of the Fire Inspection Department for the year ending March 31, 1916, for the Eleventh Annual Report of the Board.

ORGANIZATION.

The plan of co-operation inaugurated in previous years with the Dominion and provincial fire protective organizations has been successfully continued. The number of officials of the various fire protective organizations acting as officers of the Board during 1915 was 73, as follows:—

Dominion Forestry Branch, nine men.
Dominion Parks Branch, five men.
British Columbia Forest Branch, thirty men.
Department of Agriculture of Alberta, three men.
Fire Commissioner's Office, Saskatchewan, one man.
Department of Lands, Forests and Mines, Ontario, thirteen men.
Department of Lands and Forests, Quebec, ten men.
Crown Lands Department, New Brunswick, two men.

It has not, as yet, been found practicable to arrange for co-operation in Manitoba and Nova Scotia.

RAILWAY FIRE PATROLS.

The general features of the patrol plans adopted in 1912, 1913 and 1914 have been continued, requiring the establishment and maintenance of special fire patrols in forest sections. Minor modifications have been made, as the need has developed. The policy established in 1912 has been consistently followed, of relieving the companies from the necessity of maintaining special patrols, when weather conditions permitted. The general supervision over this patrol work has constituted an important feature of the duties of the local officers of this department, the object being to secure maximum efficiency in fire protection at a minimum of cost to the companies.

Letters prescribing special patrols were issued to the following railway companies: Algoma Central and Hudson Bay, Canadian Northern (Western Lines), Canadian Northern Ontario, Canadian Northern Quebec and Quebec and Lake St. John, Canadian Pacific (Western Lines), Canadian Pacific (Eastern Lines), Edmonton, Dunvegan and British Columbia, Esquimalt and Nanaimo, Grand Trunk, Grand Trunk Pacific, Great Northern, Kettle Valley, Temiscouata, Victoria and Sidney, Western Canada Power Company.

The patrol letters issued to the above companies called for 64 special power speeder patrols, and 89 special velocipede patrols, covering 3,672 miles of railway line through forested sections; also, 23 special patrols by bridge watchmen on velocipedes, 20 special patrols on foot, and 2 special patrols on horseback, covering 499 miles; total

covered by special patrols, 4,171 miles. In addition to the above, patrol work was performed by the regular track forces on 3,385 miles, making a total of 7,556 miles of line in forest sections covered by special and section patrols. The average length of patrol beats was 33 miles for power speeder patrols and 18 miles per man on velocipede.

INSTRUCTIONS TO RAILWAY EMPLOYEES.

A circular letter dated March 2, 1915, was sent out to all companies *re* issuance of special instructions to employees regarding fire protection. The companies duly issued and posted these instructions and in some cases printed them in the employees working time tables; they were generally well observed by the employees.

REPORTING OF FIRES BY RAILWAYS.

Reports called for under Circular 133 were duly submitted throughout the fire season by the railway companies concerned.

Circular No. 147 was issued January 26, 1916, proposing to revise Circular No. 133 to extend the requirements to cover the submission of reports as to all fires occurring within 300 feet of the track, regardless of size, with the exception of fires purposely set by railway employees, and which do not escape from the right of way. It was also proposed that complete information be not required, as to fires which originate more than 300 feet from the track and burn into the right of way. Objection was taken by the three larger railway companies to being required to report incipient fires, the companies claiming the extra clerical work involved, and change in existing instructions to employees in submitting such reports would be excessive and an added burden upon the already existing requirements they are called upon to carry out. It was therefore decided to drop the proposed revision of Circular No. 133 for the present, and Circular No. 148 dated March 24 was issued advising railway companies to that effect, at the same time requesting the co-operation of all the railways affected by Circular No. 133, in reporting such information as may be available relative to fires occurring within 300 feet of the track not required by Circular No. 133.

FIRE STATISTICS.

The fire season of 1915 was very dry and hazardous in certain districts, notably on the Pacific coast, and in the southern interior and Fort George districts of British Columbia, also in the northern portions of the prairie provinces. Throughout the balance of the Dominion, however, the season was not an extremely bad one, owing to the large amount of rainfall, particularly in Ontario and western Quebec. With the exception of a short hazardous dry period during May and June, there was very little fire danger in Quebec. The late and wet spring in the Maritime provinces considerably reduced the danger in that portion of the Dominion. The weather conditions, taken in connection with the perfecting of railway fire protective organizations, materially reduced the number of fires, area burned over, and amount of damage done. The removal from rights of way of inflammable material and the education of railway employees with regard to fire protection have no doubt had much to do with the better showing made in 1915.

A total of 686 fires in forest sections is reported as having originated within 300 feet of the lines of railways subject to the Board's jurisdiction in 1915. Of these 43·4 per cent are definitely attributed to railway agencies, 27·8 per cent to known causes other than railways, and 28·8 per cent to unknown causes. Of the total area burned over, amounting to about 37,263 acres, 33·1 per cent is chargeable against the railways,

20·9 per cent to known causes other than railways, and 46 per cent to unknown causes. The total damage done is estimated at $74,256. Of this, the railways are definitely charged with only 11·2 per cent, while 24·2 per cent of the damage is due to known causes other than railways, and 64·6 per cent to unknown causes. We thus have the railways, exclusive of Government lines and a few having provincial charters, directly charged with less than half of the total number of fires reported as having originated within 300 feet of the track; these burned over less than one-third of the total area reported, and did only one-tenth of the total estimated damage. This showing is distinctly favourable to the railways, especially when it is considered that this 10 per cent of damage totals less than $8,400. These figures show that the railways have been remarkably efficient in extinguishing their own fires, as well as those due to outside causes.

Of all fires reported, the causes are as follows: locomotives, 33·9 per cent; railway employees, 9·5 per cent; tramps, etc., 11·4 per cent; settlers, 12·5 per cent; other known causes, 3·9 per cent; unknown causes 28·8 per cent. It will thus be seen that the carelessness of tramps and settlers constitutes a very serious source of fire danger along railways, these two elements combined accounting for nearly one-fourth of the total number of fires reported.

Through an oversight, the fire statistics for 1914 were omitted in the published tenth annual report of the Board, and are therefore included herewith.

RIGHT-OF-WAY CLEARING.

The progress made in the disposal of inflammable material on rights-of-way, under section 297 of the Railway Act, has, for the most part, been reasonably satisfactory, though, in some cases, much-needed work has been deferred, due to financial conditions resulting from the war. This work has received a great deal of attention on the part of the local officers of the Board, supplemented in Quebec, New Brunswick and Nova Scotia, by special inspections by H. C. Johnson, fire inspector, from the head office.

The Grand Trunk Railway have continued the work of cleaning up their right-of-way through Algonquin Park and in the Parry Sound and Muskoka districts. The co-operative arrangement between this company and the province for the cleaning up of the right of way and a protective belt adjacent thereto in Algonquin Park is still in effect, and has resulted in a remarkable improvement in the conditions.

Co-operative arrangements were also made between the Canadian Northern Railway and J. R. Booth for the cleaning up of the right-of-way, and a protective belt adjacent to the right-of-way on certain portions of the line between North Bay and Pembroke. There is still much to be desired in right-of-way cleaning by the Canadian Northern in Ontario.

In the west the Dominion Parks Branch materially reduced the fire hazard along certain portions of the right-of-way of the Canadian Pacific Railway in the Rocky Mountain Park, by removing all inflammable debris and underbush on a protective belt immediately adjacent to the right of way, this work being done by interned alien enemies.

Railway companies are constantly making complaints, and in some cases citing specific cases of their efforts in the direction of fire protection being nullified by the presence of dangerous fire hazards immediately adjacent to their rights-of-way. These hazards exist on Crown and private lands and the efforts of the railway companies under the regulations of the Board can never be more than partly effective, so long as the lands adjoining rights of way are allowed to constitute the worst kind of fire traps.

SUMMARY of Reports on Fires in forest sections originating within 300 feet of track Season of 1914.

Number.		Canadian Pacific (Western Lines).	Canadian Northern System (Western Lines).	Grand Trunk Pacific.	Great Northern	Kettle Valley.
1	Total number of fires originating within 300 feet of track.	317	168	126	116	17
2	Number of railway fires by causes—					
	(a) Locomotive (sparks and ashpans).....	223	67	61	110	4
	(b) Carelessness or negligence of railway employees.	4	23	11		3
	(c) Steam shovels, donkey engines, etc.		2	2	1	
3	Number of other than railway fires by causes—					
	(a) Tramps, other travellers and camp fires	37	8	20	1	3
	(b) Settlers (clearing, etc.).....	4	19	17	1	1
	(c) Other known causes				1	1
4	Number of fires of which cause is unknown.....	49	44	15	2	5
5	Acres burned over by fires originating within 300 feet of track—					
	(a) Grass or cultivated land	1,821	4,742	82	1,741	12
	(b) Young forest growth	4,261	11,923	2,682	30	75
	(c) Timber land	726	11,044	181	14,156	55
	(d) Slashing or old burn not restocking.....	6,027	3,123	5,323	497	116
	(e) Total area (a plus b plus c plus d)	12,835	30,832	8,268	16,424	258
6	Value of property destroyed, classified by causes—					
	(a) Locomotives	$120,795	$2,168	$629	$16,500	..
	(b) Carelessness or negligence of railway employees.		1,941			10
	(c) Steam shovels, donkey engines, etc.		8,800			.. ..
7	Value of property destroyed, classified as follows:—					
	(a) Young growth	2,472	21,114	3,342	2	60
	(b) Standing timber	1,017	89,392	215	16,650	280
	(c) Forest products in process of manufacture...	113,230	25,000	498	150	.. ..
	(d) Railway property not covered in above..	500	5,161	700	..	.. ..
	(e) Other private property not covered in above.	5,920	1,829	60	776	..
	(f) Total of above.....	$123,139	$142,496	$4,815	$17,578	$340

* Includes Canadian Northern Ontario, Central Ontario, Irondale, Bancroft and Ottawa, Canadian Northern Quebec, Quebec and Lake St. John and Halifax and South Western Railways. Above statistics do not include that portion of Canadian Northern Ontario Railway lines between Pembroke and Capreol, and between Ruel and Port Arthur, under construction.

** This column includes statistics for the Boston and Maine, Maine Central, Elgin and Havelock, Western Canada Power and White Pass and Yukon route.

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on Railway lines subject to the jurisdiction of the Board of Railway Commissioners for Canada,

Edmonton, Dunvegan and British Columbia.	Canadian Pacific (Eastern Lines).	Canadian Northern System (Eastern Lines).*	Grand Trunk System.	Algoma Central and Hudson Bay and Algoma Eastern.	Dominion Atlantic.	Miscellaneous.**	Totals.	Number.	
250	206	87	27	8	10	21	1,346	1	
200	87	32	15	1	4	18	322	2	(a)
	22	11	3				77		(b)
							5		(c)
50	12	3		2		1	117	3	(a)
	17	3					62		(b)
	5		3	1			16		(c)
	63	31	6	4	6	2	227	4	
1,020	1,807	252	36		8	8	11,529	5	(a)
2,100	2,114	1,387	24,637			117	19,326		(b)
7,421	4,412	1,295	68,205	1			107,496		(c)
1	3,543	4,235	182	340	31	1	23,119		(d)
10,542	11,876	7,169	93,060	341	39	126	191,776		(e)
$81,000	$5,000	$16,489	$92,746	$5	$5	$117	$336,454	6	(a)
	5,550	544	40				8,085		(b)
							8,800		(c)
29,400	2,423	703				108	59,624	7	(a)
59,368	19,859	16,205		1			202,987		(b)
13,400			200				152,178		(c)
150	552	65	1,230			44	8,402		(d)
	1,050	216				100	9,951		(e)
$102,318	$23,884	$17,189	$1,430	$1		$252	433,442		(f)

SUMMARY of Reports of Fires in Forest Sections originating within 300 feet of track on Railway Lines, subject to the jurisdiction of the Board of Railway Commissioners for Canada, Season 1915.

BY RAILWAYS.

	Canadian Pacific. * (West. Lines.)	Canadian Northern. (West. Lines.)	Grand Trunk Pacific.	Great Northern. **	Kettle Valley.	Edmonton, Dunvegan & B.C.	Canadian Pacific. (East. Lines.)	Canadian Northern. (East. Lines.)	Grand Trunk System	Algoma Central & H.B.	Dominion Atlantic.	Miscellaneous. ***	Totals.
A.—RAILWAY FIRES.													
1. Number, by causes:—													
(a) Locomotives	33	23	30	33	8	14	34	36	9	1	...	11	232
(b) Employees	4	6	5	3	1	...	23	12	1	1	4	5	65
(c) Total	37	29	35	36	9	14	57	48	10	2	4	16	297
2. Areas burned:—													
(a) Young forest growth (acres)		15	45	...		17	857	121	2,113	.	...	29	3,197
(b) Timberland	1	42	3	....	1	...	8	3	5	...	...	29	92
(c) Slash or old burn	31	17	704	444	45	400	341	191	80	626	...	13	2,290
(d) Other classes of land	11	736	17	133	1	5,120	82	23	4	..	3	38	6,168
(e) Total	43	810	769	577	45	5,537	1,288	338	2,202	626	3	109	12,347
3. Value of property destroyed:—	$	$	$	$	$	$	$	$	$	$	$	$	$
(a) Young forest growth		45	45	....	.	51	200	48	837	..		10	1,236
(b) Standing timber		210	17		15	.	.	...	10			87	339
(c) Slash		.		.		.	150	.			.	...	150
(d) Other classes of land		..	.	.	..	.			63		40	23	126
(e) Forest product		6	...		.	.	411	1,589	74			2	2,082
(f) Other property	166	1,443		519	110	4	676	794	610		..	91	4,413
(g) Total	166	1,704	62	519	125	55	1,437	2,431	1,594	.	40	213	8,346
B.—KNOWN CAUSES OTHER THAN RAILWAY FIRES.													
1. Number due to:—													
(a) Tramps, campers, etc.	14	22	19	..	6	8	5	2	.. ..	2	..	.. ..	78
(b) Settlers	12	21	8	....	....	2	27	13	... .	. ...	.	3	86
(c) Other known causes	13	.. .	4	2	... ..	.. ..	4	4			.. .	.... ..	27
(d) Total	39	43	31	2	6	10	36	19	.....	2	.....	3	191

B.—Known Causes Other Than Railway Fires—*Concluded.*													
2. Areas burned:—													
(a) Young forest growth (acres)	26	2,320	84		7	15	53	1,280				75	3,860
(b) Timberland	1	7	2				53	425					488
(c) Slash or old burn	81	149	144		10		169	1,206		1			1,760
(d) Other classes of land	3	1,434	35	2	1	1	10	206				8	1,700
(e) Total	111	3,910	265	2	18	16	285	3,117		1		83	7,808
3. Value of property destroyed:—	$	$	$	$	$	$	$	$	$	$	$	$	$
(a) Young forest growth	210	6,960	133		16	45	100	500				64	8,028
(b) Standing timber	15	37	23				106	5,700					5,881
(c) Slash							45						45
(d) Other classes of land							15	200					215
(e) Forest products	14		1,915			1							1,930
(f) Other property		600	220				1,015	8					1,843
(g) Total	239	7,597	2,291		16	46	1,281	6,408				64	17,942
C.—Fires of Unknown Origin.													
1. Total number reported	34	59	11	3		5	41	29	8	1	3	4	198
2. Areas burned:—													
(a) Young forest growth (acres)	145	160		25			323	282	152		25	35	1,147
(b) Timber land	300	705	10				50	1,500			15		2,580
(c) Slash or old burn	5,253	25	4				1,121	1,112	30	300	40	6	7,891
(d) Other classes of land	209	4,187	515	1		1	88	1	5		183		5,490
(e) Total	5,507	5,377	529	26		1	1,582	2,895	187	300	263	41	17,108
Value of property destroyed	$	$	$	$	$	$	$	$	$	$	$	$	$
(a) Young forest growth	1,162	481		200			587	22	267			16	2,735
(b) Standing timber	9,000	3,525	160				300	12,002			21		25,008
(c) Slash							15						15
(d) Other classes of land											100		100
(e) Forest products				140			5,015	200	2,490		2		7,847
(f) Other property	390	453				2	8,240	2,303	25	850			12,263
(g) Total	10,552	4,459	160	340		2	1,4157	14,527	2,782	850	123	16	47,968

SUMMARY of Reports of Fires in Forest Sections originating within 300 feet of track on Railway Lines, subject to the jurisdiction of the Board of Railway Commissioners for Canada, Season 1915—*Concluded.*

	Canadian Pacific (W. L.)	Canadian Northern (W. L.)	Grand Trunk Pacific	Great Northern.**	Kettle Valley	Edmonton, Dunvegan & B.C.	Canadian Pacific E. L.)	Canadian Northern (E. L.)	Grand Trunk System.	Algoma Central & H. B.	Dominion Atlantic.	Miscellaneous. ***	Totals.
D. GRAND TOTAL.													
1. Total number of fires	110	131	77	41	15	29	134	96	18	5	7	23	686
2. Areas burned.													
(a) Young forest growth (acres)	171	2,495	129	25	7	32	1,233	1,683	2,265	.....	25	139	8,204
(b) Timber land	302	754	15	.....	1		111	1,928	5	.....	15	29	3,160
(c) Slash or old burn	5,365	191	852	444	55	100	1,631	2,509	110	927	40	19	12,541
(d) Other classes of land	223	6,657	567	136	2	5,122	180	230	9	.....	186	16	13,358
(e) Total	6,061	10,097	1,563	605	63	5,554	3,155	6,350	2,389	927	266	233	37,263
3. Value of property destroyed:	$	$	$	$	$	$	$	$	$	$	$	$	$
(a) Young forest growth	1,372	7,486	178	200	16	96	887	570	1,101	.....	.....	90	11,999
(b) Standing timber	9,015	3,772	200	.....	15	.....	406	17,702	10	.....	21	87	31,228
(c) Slash	.....	.....	.....	.....	.....	.....	210	.....	.....	.....	.....	.....	210
(d) Other classes of land	.....	.....	.....	.....	.....	.....	15	200	63	.....	140	23	441
(e) Forest products	14	6	1,915	140	.....	1	5,426	1,789	2,564	.....	2	2	11,859
(f) Other property	556	2,496	220	519	110	6	9,931	3,105	635	850	.....	91	18,519
(g) Total	10,957	13,760	2,513	859	141	103	16,875	23,366	4,376	850	163	293	74,256

* Includes Esquimalt and Nanaimo. ** Includes Victoria and Sydney. *** Includes the following lines: Cumberland Railway and Coal Company; Quebec, Montreal and Southern; Boston and Maine; Maine Central; Elgin and Havelock; St. Martin's; Quebec Oriental; Atlantic, Quebec and Western; White Pass and Yukon.

NOTE. No fires were reported during 1915 as originating within 300 feet of the track, along the Temiscouata; Salisbury and Albert; Moncton and Buctouche; Ottawa and New York; Western Canada Power; and Algoma Eastern Railways.

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TABLE showing number and percentage of fires by causes for years 1914 and 1915.

Causes.	1914.		1915.		Decrease.	Increase.
	Number.	Per cent.	Number.	Per cent.	Per cent.	Per cent.
Locomotives	822	61·0	232	33·9	27 1	
Employees	77	5·7	65	9 5		3·8
Other mechanical causes	5	·4			None reported in 1915.	
Tramps and campers	137	10·2	78	11 4		1 2
Settlers	62	4 6	86	12·5		7·9
Other known causes	16	1·2	27	3·9		2·7
Unknown	227	16·9	198	28 8		11 9
Totals	1,346	100·0	686	100 0	49 % less fires in 1915.	

The Provincial Government of Quebec have amended the statutes respecting the protection of forests against fire, so that holders of licenses to cut timber on Crown Lands adjacent to railway rights of way are required to remove the inflammable debris on a strip of one hundred feet in width adjoining the right of way. The extension of such requirements to privately-owned lands, and to other provinces, would materially reduce the railway fire hazard throughout the Dominion.

FIRE-PROTECTIVE APPLIANCES ON LOCOMOTIVES.

During the past season, officers of the Fire Inspection Department inspected the fire-protective appliances on some 850 locomotives, reports for which were referred to the Operating Department. One complaint, made against the Edmonton, Dunvegan and British Columbia Railway Company, was received regarding the dangerous condition of a certain locomotive, and resulted in the issuance of Order No. 23,722, dated May 19, 1915, removing this engine from service until put in a proper condition for safe operation.

LOCOMOTIVE FUEL.

During the summer of 1915, the Grand Trunk Pacific Railway completed the inauguration of equipment for the exclusive use of oil as locomotive fuel between Jasper, Alta., and Prince Rupert, B.C., a distance of 718 miles. The use of oil fuel has been continued on 477 miles of the Canadian Pacific, 134 miles of the Esquimalt and Nanaimo, and 115 miles of the Great Northern. Thus, the total oil-burning mileage in Canada is 1,444 miles, of which 1,426 miles are in British Columbia and 18 miles in Alberta. In only one case has there been found specific reason to suppose that a fire was caused by an oil-burning engine, and even in this case the showing was not final. It is, however, known that in some cases in the United States fires have been caused by oil-burning engines, due usually to infrequent or improper sanding of the flues. The fact remains, however, that the use of oil fuel removes a very large percentage of the danger of railway fires.

In every case, the use of oil as locomotive fuel in Canada has been purely voluntary with the railways concerned.

During the past year 22 samples of coal were taken and submitted to the Fire Inspection Department by Dominion Forestry Branch officials appointed officers of the Board. Several of these samples were in turn submitted for analysis to the Fuel Testing Branch of the Department of Mines, in connection with Regulation 7 of General Order No. 107, forbidding the use of lignite as locomotive fuel.

FIRE GUARD REQUIREMENTS.

The fire guard requirements for 1915 were for the most part identical with those prescribed for 1914. The principal new feature was the introduction of a fourth classification under the term "Section (B) Cultivated Hay Lands." This was considered necessary, on account of the very general objection by land owners to having railway employees enter upon lands sown or planted to tame grasses such as timothy, brome, clover, alfalfa, etc. In such lands, the danger of fire is generally less than in the case of fenced grazing lands or wild lands. It was accordingly provided that the construction of fire guards in cultivated hay lands should be on the same basis as had previously been provided for grain stubble lands, namely, when the landowner considers that the construction of a fire guard is necessary in such land, he is to take the initiative and plough a four-foot guard at a distance of approximately 200 feet from the main track for a remuneration of $1.75 per lineal mile of fire guard, such amount to be paid by the company within 40 days after the submission by the landowner or occupant of written statement of account, it being understood that the minimum amount to be paid in any case shall be one dollar. This provision has apparently been generally acceptable to both the railway companies and the farming interests.

Fire guard requirements were issued to the Canadian Pacific, Canadian Northern, Grand Trunk Pacific, Great Northern, and Edmonton, Dunvegan and British Columbia railways. As previously, the provisions were made applicable to lines in the prairie provinces.

FIRE GUARD STATISTICS.

The following summary shows the mileage of fire guards constructed or maintained by railways under the Board's jurisdiction in the three prairie provinces during 1915, also the miles of fire guards not constructed due to causes specified. It will be seen that there were 13,445·76 miles of track subject to the Board's fire guard requirements, in the three provinces affected. Since construction of fire guards is required on both sides of the track, this represents 26,887·52 fire guard miles, of which 12,819·5 miles were constructed or maintained, and 14,068·02 miles not constructed.

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SUMMARY of Fire Guard Construction and Maintenance by Railways in the Provinces of Alberta, Saskatchewan and Manitoba, 1915.

—	E. D. & B. C.	Great Northern.	Grand Trunk Pacific.	Canadian Northern.	Canadian Pacific.	Totals.
Length in track miles	26·50	162 38	(6)2,052·00	4,853 33	6,349·55	13,443 76
Length in fire guard miles (1)	53·00	324 76	4,104·00	9,706 66	12,699·10	26,887 52
Fire guards constructed, (shown in fire guard miles.)						
A. Grain stubble lands, fire guarded by owner	6·00	237 00	259·90	1,079·00	3,165 65	4,747·55
B. Cultivated hay lands, fire guarded by owner	0 85		1·80	175·00	9 80	187·45
C. Fenced grazing lands	1 60	19·00	421·40	341 25	1,228·70	2,011·95
D. Wild lands	1 90	50	1,097 80	1,556·05	3,216·30	5,872·55
Total miles of fire guards constructed.	10·35	256 50	1,780·90	3,151·30	7,620·45	12,819·50
Fire guards not constructed (shown in fire guard miles.)						
Exemptions (2)	16·95	53 76	1,303·70	3,310·36	2,591·75	7,276·52
Owner refuses to allow construction (3)	5 30	1·75	5·30	46·05	11 28	69 68
Unnecessary; land already ploughed (4).	2·75	2 50	181·30	406·25	756 60	1,349·40
A. Grain stubble lands, not fire guarded by owner (5)	·30	..	753 80	1,247·25	1,103·30	3,109·65
B. Cultivated hay lands, not fire guarded by owner (5)	2·35		19·30	188·05	55·88	265·58
Miscellaneous other reasons	15·00	10·25	54·70	1,357·40	559·84	1,997 19
Total miles of fire guards not constructed.	42·65	68 26	2,323 10	6,555·36	5,078·65	14,068·02

(1) Fire guard mileage is double the track mileage since the construction of fire guards is required on both sides of the track.

(2) Company exempted from fire guard construction as to portions of line where showing made that such construction is unnecessary or impracticable.

(3) Employees of railway company refused permission, by owner, to enter upon land for purpose of constructing fire guards.

(4) Fire guarding unnecessary, because field already ploughed.

(5) Fire guarding in grain stubble and in cultivated hay lands required only where the landowner or occupant would undertake to plough guard at the reasonable price specified by the Board.

(6) Decrease from total mileage indicated in report for 1914 is accounted for by transfer of line between Winnipeg and Ontario boundary from Grand Trunk Pacific Railway to Government Railways management.

Complaints re *Fire Guards.*

During 1915 the following specific complaints were received:—

Damage by fire: Canadian Pacific, 1; Canadian Northern, 6; Edmonton, Dunvegan and British Columbia, 1; total 8. Of these, two complaints were received from Alberta and six from Saskatchewan. The complainant was advised in each case that the Board has no jurisdiction in connection with damage claims.

Failure to plough or maintain guards, or ploughing unsatisfactory: Canadian Pacific, 4; Canadian Northern, 1; Grand Trunk Pacific, 3; total, 8. Of these, one complaint was received from Alberta, and seven from Saskatchewan.

Damage to land and crop by ploughing: Canadian Pacific, 1, in the province of Saskatchewan.

Report by railway company that owner refuses to permit ploughing of guards: Canadian Pacific, 3; Canadian Northern, 1; Grand Trunk Pacific, 1; Great Northern, 1; total 6. Of these, two complaints were received from Alberta, one from Saskatchewan and three from Manitoba. In two of these cases, orders were issued by the

Board, granting the Canadian Pacific Railway Company authority to enter upon land to plough guards. In the balance of the cases an adjustment was reached, after investigation, which rendered unnecessary the issuance of an order.

Report of railway company that owner refuses to permit burning off of grass between fire guard and right of way; Grand Trunk Pacific, 1, in the province of Saskatchewan.

In all, there were received a total of 24 specific complaints.

Respectfully submitted,

CLYDE LEAVITT,
Chief Fire Inspector, B.R.C.

APPENDIX "I."

List of Books in Library up to March 31, 1916.

Abbott—Electrical Transmission of Energy.
Abbott—Railway Law of Canada.
Abbott on Telephony.
Ackworth—Elements of Railway Economics.
Actes du Canada et des Provinces non abrogés par les Statuts Revisés, 1887.
Acts of the Provinces and of Canada not Repealed by the Revised Statutes, 1887.
Act to Regulate Commerce.
Adams—Railroad Accidents.
Adams—The Block System.
Alabama Railroad Commission Reports.
Alberta Law Reports.
Allen's Telegraph Cases.
American Electrical Cases.
American and English Annotated Cases, Digest.
American and English Encyclopedia of Law.
American and English Railroad Cases, Old and New Series, Digest.
American Railway Association Proceedings.
American Railway Reports.
American Reports, Digest.
Anderson's Dictionary of Law.
Anderson's Index-Digest of Interstate Commerce Laws.
Arizona Corporation Commission Reports.
Armstrong's Digest of Nova Scotia Reports.
Ashe—Electric Railways.
Audette—Practice of the Exchequer Court.
Auditor General's Reports.

Baldwin—American Railroad Law.
Barnes—Interstate Transportation.
Bartholomew—Air Brakes for Electric Cars.
Beach—Law of Railways.
Beach—Monopolies and Industrial Trusts.
Beach Railway Digest (Annual).
Beal—Bailments.
Beal—Cardinal Rules of Legal Interpretation.
Beal and Wyman—Railroad Rate Regulation.
Beauchamp—Jurisprudence of the Privy Council.
Beaudry-Lacantinerie—Droit Civil.
Beavan and Wolford—Railway Cases.
Bell and Dunn.
Belsterling—Digest of Decisions—Transit Privileges.
Beullac—Code de Procédure Civile.
Bigg—General Railway Acts.
Biggar—Municipal Manual.
Bird—Digest British Columbia Case Law.
Blakemore—Abolition of Grade Crossings in Massachusetts.
Bligh—Ontario Law Index to 1900.
Bligh and Todd—Dominion Law Index, 1898.
Both—Street Railways.
Boulton—The Law and Practice of a Case Stated.
Bouvier's Law Dictionary.
Boyle and Waghorn—The Law and Practice of Compensation.
Boyle and Waghorn—The Law Relating to Railway and Canal Traffic
Brandeis—Scientific Management.
Brassey, Lord—Fifty Years of Progress and the New Fiscal Policy
Brice—Tramways and Light Railways.
Brice—Ultra Vires.
British Columbia Reports, 20 Vols.
British Columbia Statutes, 1872-1915. Revised Statutes, 1897 and 1911. Consolidated Statutes, 1877.
British Columbia Year Book.
British Ruling Cases.
Brockway—Electric Railway Accounting.
Broom's Legal Maxims.
Browne—The Law of Compensation.

Browne—Practice Before the Railway Commissioners.
Brown, Macnamara and Neville—English Railway and Canal Traffic Cases, 15 Vols.
Browne and Theobald—Law of Railways.
Bullinger—Postal and Shipper's Guide for the United States and Canada, 1912-1915.
Butterworth—Practice of the Railway and Canal Commission.
Butterworth—Railways and Canals.
Byer—Economics of Railway Operation.

California Board of Public Utilities Annual Reports, 1910-1912
California—Report of the Railroad Commission, 1908-1914.
Calvert—Regulation of Commerce.
Campbell—Forest Fires and Railways.
Cameron—Supreme Court Practice and Rules, 1913.
Canada Law Journal, 51 Vols.
Canada Legal Directory, 1914.
Canada and Newfoundland Gazetteer.
Canada Year Book.
Canadian Annual Digest, 1896-1914.
Canadian Law Review, 1906-1914.
Canadian Case Law Digest, 1901-1915.
Canadian Law Times, Vols. 28-35.
Canadian Reports, Appeal Cases, Vols. 1-5; 1906-1912.
Canadian Ten-Year Digest, 1901-1911.
Car Builders' Dictionary, 1906-1912.
Carmichael—Law of the Telegraph, Telephone and Submarine Cable.
Carter—When Railroads were new.
Cartwright—British North America Cases.
Cartwright—Canadian Law List, 1906-1915.
Casson, Ellis and Hutchinson, Jr.—Horse, Truck and Tractor.
Century Dictionary and Cyclopedia.
Chandler—The Express Service and Rates.
Chambers—Parliamentary Guide, 1909.
Charter of the City of Montreal, with Amendments.
Chitty's Archibold's Q. B. Practice.
Chitty's K. B. Forms.
Clapp—The Navigable Rhine.
Clarke and Others—The American Railway.
Clarke—Street Accident Law.
Clarke—State Railroad Commissions.
Clark—Studies in History, Economics and Public Law. Standards of Reasonableness in Local Freight Discriminations.
Clements—Canadian Constitution.
Clements—Federal Supervision of Railroads.
Cleveland and Powell—Railroad Finance.
Cleveland and Powell—Railroad Promotion and Capitalization.
Clifton and Grunaux—A New Dictionary of the French and English Languages.
Clifton and Grunaux—Technological Dictionary, English, German, French.
Clode—Rating of Railways.
Colorado Public Utilities Commission Reports, 1913-1915.
Colson—Abrégé de la Législation des Chemins de fer et Tramways.
Columbia Public Utilities Commission Reports, 1913-14.
Commission Telephone Cases.
Congdon—Digest Nova Scotia Reports.
Connecticut—Report of the Public Utilities Commission, 1912.
Connecticut—Reports of Railroads, 1910.
Connors—Report of the Working of American Railways.
Constantineau—On the De Facto Doctrine.
Cook and Townsend—Transportation.
Cooley—The American Railway—Its Construction, Development, Management, and Appliances.
Cooley on Taxation.
Copnall—A Practical Guide to the Administration of Highway Law.
Cowles—A General Freight and Passenger Post.
Coutlee—Digest Supreme Court Reports.
Criminal Code, 1892 and 1900.
Croswell—The Law Relating to Electricity.
Curran—Freight Rate. Studies in Rate Construction.
Currier—Railway Legislation of the Dominion of Canada, 1867-1905.
Cyclopedia of Law and Procedure, 40 Vols. Annotations, 1907-1914.

Dagger—Telephone Systems. The Ontario Telephone Act.
Daggett—Railroad Reorganization.
Daily Freight Register, 1911-1913.
Dale and Lehmann—English Overruled Cases.
Daniell—Chancery Forms.
Darlington—Railway Rates.

Daviel—Des Cours d'Eau.
Denis and White—Water-Powers (Commission of Conservation).
Denton—Municipal Negligence (Highways).
Desbarats—Newspaper Directory, 1914.
Dewsnup—Railway Organization and Working.
Dictionary of Altitudes in Canada.
Directory of Railway Officials.
Disney—Carriage by Railway.
Dixon and Parmalee—Bureau of Railway Economics. The Arguments for and against Train Crew Legislation.
Dodd—Law of Light Railways.
Doherty—Liability of Railroads to State Employees.
Dorsey—English and American Railroads Compared.
Douglas—The Influence of the Railroads of the United States and Canada on the Mineral Industry.
Douglas—Development of the Railroads of North America and their Control by the State.
Droege—Freight Terminals and Trains.
Duff—Merchants Bank and Railroad Book-keeping.
Dunn—American Transportation Question.

Eaton—Handbook of Railroad Expenses.
Eaton—Railroad Operations—How to Know them.
Eddy on Combinations.
Edwards—Railway Nationalization.
Electric Train Staff Catalogue—Union Switch and Signal Co., Swissvale, Pa.
Elliott—The Individual, The Corporation and the Government.
Elliott—Minnesota. The Railways and Advertising.
Elliott on Railroads.
Elliott on Roads and Streets.
Encyclopedia Britannica.
Encyclopedia of the Laws of England, 15 Vols. Annual Supplements, 1910-1914.
Endlich on Statutes.
English Law Reports to 1915. Digest, 1901-1915.
English Reports (reprints), 154 Vols.
English Ruling Cases, 26 Vols. Supplement, Vol. 27.
Exchequer Court Reports, 14 Vols.
Ewart—Digest Manitoba Law Reports.
Express Companies—Judgment of the Board.
Express Statistics of the Dominion of Canada, 1912.

Farnham—Waters and Water Rights.
Frye—Civil Engineers' Pocket Book.
Fry—Specific Performance.
Fuzier-Herman—Code Civil, 4 Vols. Supplement, 2 Vols.
Fuzier-Herman—Répertoire du Droit Français, 37 Vols.
Fetter—Carriers of Passengers.
Finch—Federal Anti-Trust Divisions.
Florida—Annual Reports of the Railroad Commission, 1913-1915.
Floy—Valuation of Public Utility Properties.
Forney—Catechism of the Locomotive.
Foster—Engineering Valuation of Public Utilities and Factories.

Gear and Williams—Electric Central Station Distributing Systems.
Georgia—Reports Railroad Commission, 1905-1910.
Gephart—Transportation and Industrial Development in the Middle West.
Gilbert—Street Railway Reports.
Gillette—Hand Book of Cost Data.
Glen on Highways.
Goodeve—Railway Passengers.
Gould on Waters.
Gray—Communication by Telegraph.
Greene on Highways.
Grierson—Railway Rates English and Foreign.
Guernsey—Effect of the War on Public Utilities.

Hadley—Railway Transportation.
Hadley—Railway Working and Appliances.
Haines—American Railway Management.
Haines—Railway Corporations as Public Servants.
Haines—Restrictive Railway Legislation.
Hamilton—Railroad Laws of New York, 1906-7.
Hamilton—Railway and other Accidents.
Hamlin—Interstate Commerce Acts Indexed and Digested.
Hammond—Railway Rate Theories of the Interstate Commerce Commission.
Hardcastle—Statute Law.
Hay, Jr.—The Law of Railway Accidents in Massachusetts.

Hayes—Public Utilities, Their Cost New and Depreciation.
Hemmeon—History of the British Post Office.
Henderson—Ditches and Water Courses.
Henderson—Locomotive Operation.
Hendrick—Railway Control by Commissions.
High on Injunctions.
Hitt—Electric Railway Dictionary, 1911.
Hodges on Railways.
Hodgins—Dominion and Provincial Legislation.
Holmested and Langton—Ontario Judicature Act.
Holmested and Langton—Forms and Precedents.
Holt—Canadian Railway Law.
Hopkins—The Law of Personal Injuries.
Hough—Ocean Traffic and Trade.
Hudson—Compensation.
Hutchinson's Carriers.
Hutchinson on Carriers.

Idaho Public Utilities Commission Reports, 1913-1915.
Illinois Railroad and Warehouse Commission Reports, 1902-1906.
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Index to Interstate Commerce Commission Cases in the Federal Courts, 1887-1914. Division of Indices.
Index to Law Times Report.
Index to Quebec Official Reports.
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Interstate Commerce Commission—Division of Statistics. A preliminary Abstract of Statistics of Common Carriers, 1914.
Interstate Commerce Commission Reports, 33 Vols. Annual Reports to 1913.
Interstate Commerce Commission—Express Rates, Practices, and Accounts.
Ivatts—Railway Management.

Jackman—Freight Rates and Classifications—Express Service, Carriage by Water (Interstate Commerce).
Jacobs—Railway Law of Canada.
Jevons—The State in Relation to Labour.
Johnson—Ocean and Inland Water Transportation.
Johnson and Huebner—Railroad Traffic and Rates.
Jones—Fur Farming—Commission of Conservation.
Jones—Telegraph and Telephone Companies.
Joyce—Electric Law.
Judson—Interstate Commerce.

Kansas Public Utilities Commission Reports, 1911-1912.
Kent—Index to Cases Judicially Noticed in the Law Reports (English).
Keasebey—Electric Wires.
Kent—Digest of Decisions under the Federal Safety Appliance and Hours of Service Acts, 1915.
Kerr—Injunctions.
Kirkman—The Science of Railways.
Knoop—Principles and Methods of Municipal Trading.

Lafleur—Conflict of Laws.
Lake—Report Major-General Sir P. H. N. Lake.
Langelier—Cours de Droit Civil.
Langelier—De la Preuve.
Langstroth—De la Preuve.
Langstroth and Stilz—Railway Co-operation.
Larombiere.
Latimer—Railway Signalling in Theory and Practice.
Laurent—Droit Civil.
Law Times Reports, 112 Vols. General Index, Vols. 91 to 100.
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Legal News.
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Lewis—American Railroad and Corporation Reports.
Lewis—Eminent Domain.
Lewis—Railway Signal Engineering.
Lewis' Sutherland—Statutory Construction.
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Louisiana—Railroad Commission Annual Reports.
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Lovell's Gazetteer of the Dominion of Canada.
Lovell's Table of Routes.
Lower Canada Jurists.
Lower Canada Reports.
Lust and Merriam—Digest of Decisions under The Interstate Commerce Act
Lyon—Capitalization. A Book on Corporation Finance.

MacBeth—The Rationale of Rates.
MacMillan Gutches—Forest Products of Canada, 1908.
MacMurchy and Dennison—Canadian Railway Cases.
McMurchy and Dennison—Railway Law of Canada.
Macnamara—Law of Carriers.
Maine—Commissioner of Highways Reports.
Maine Public Utilities' Commission Reports.
Manitoba Law Reports.
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Manitoba Statutes.
Mann—Massachusetts Railroad and Railway Laws, 1908.
Manual Railway and Signal Association.
Mariott—The fixing of Rates and Fares.
Maryland—Report Bureau of Statistics and Information,1910.
Massachusetts General Laws Relating to the manufacture and sale of gas and electricity by persons and corporations, both private and municipal.
Massachusetts Public Service Commission Report relative to the capital expenditures, etc., of the N.Y., N.H., H.H. & H.R.R. Co.
Massachusetts Public Service Commission Reports.
Massachusetts Railroad Commissioners' Reports.
Masters' Supreme Court Practice, 1908.
Mathieu—Code Civil de la Province de Québec.
Mayne on Damages.
Maxwell on Statutes.
McDermot—Railways.
McLean—Georgian Bay Canal.
McNicol—American Telegraph Practice.
McPherson and Clarke—Law of Mines.
McPherson—Railroad Freight Rates in Relation to the Industry and Commerce of the United States.
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Mills—Our Inland Seas, Their Shipping and Commerce for Three Centuries.
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Montreal Directory.
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Moody—Analyses of Railroad Investments, 1913.
Moody—How to Analyse Railroad Reports.
Moore on Carriers.
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Mossop—Railway Operating Statistics.
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Nellis—Street Railroad Accident Law.
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Nelson—The Anatomy of Railroad Reports.
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Nevada Railroad Commission Reports.
Nevada Public Service Commission Reports.

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Nichol—English Railway and Canal Cases.
North Carolina State Tax Commission Reports.
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Nova Scotia Judicature Act, 1900.
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O'Brien's Conveyancer.
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Ohio Public Utilities Commission. Uniform Classification of Accounts for Electric Utilities, effective January 1, 1915.
Oklahoma Corporation Commission Reports
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Ontario Gazetter and Business Directory.
Ontario Law Reports Digest of Cases.
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Ontario Railway and Municipal Board Reports.
Ontario and Upper Canada Reports.
Ontario Statutes.
Oregon Railroad Commission Reports.
Oregon Railroad Commission. Uniform Classification of accounts for Electric Utilities, Gas Utilities, and Water Utilities, adopted June 16, 1913.
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Paine—The Law of Bailments.
Paish—The British Railway Position.
Parsons—The Heart of the Railroad Problem.
Parsons—Railway Companies and Passengers.
Patterson—Railway Accident Law.
Pease—The Freight Transportation of Trolley Lines.
Pennsylvania State Railroad Commission Reports.
Pennsylvania Public Service Commission Reports.
Pierce—Digest of Decisions under Act to Regulate Commerce.
Piggot's Imperial Statutes.
Pim—The Railways and the State.
Pollock—Bill of Lading Exceptions.
Pond—Public Utilities.
Poor's Manual of Railroads.
Postal Guide of Canada.
Pratt—American Railways.
Pratt—Canals and Traders.
Pratt—German vs. English Railways.
Pratt—A History of Inland Transport and Communication in England.
Pratt & McKenzie—Highways.
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Prentice—Federal Powers over Carriers and Corporations.
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Proctor—The Drainage Acts, 1908, Ontario, Manitoba, and British Columbia.
Public Utilities Reports Annotated.
Public Utility Laws, Federal and State Court Decisions, Interstate Commerce Laws, Interstate Commerce Act as amended.

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Radial Railway Entrances and Rapid Transit for the City of Toronto. Report to the Civic Transportation Committee, 1915.
Ripley—Railroads. Finance and Organization.
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Railway Signal Association Manual.
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Railways in the United States.
Ramsay's Appeal Cases.
Ramsay & Morin's Reports.
Rapalje—Digest of American Decisions and Reports.
Rapalje & Mack—Digest of Railway Law
Raper—Railway Transportation.
Rapports Judiciaires Officiels de Québec, Cour Supérieure et Cour du Banc du Roi.
Ray—Negligence of Imposed Duties, Passenger Carriers, Freight Carriers
Redfield—The Law of Railways.
Redman—Arbitration and Awards.
Redman—Law of Railway Carriers.
Reeder—The Validity of Rate Regulations State and Federal.
Reese on Ultra Vires.
Revue de Jurisprudence.
Revue Légale, Old and New Series.
Revue Trimestrielle Canadienne, 1915
Rhode Island Public Utilities Commission Reports.
Richards—Conservation of Men.
Richardson & Hook—American Street Railway Decisions.
Richards & Soper—Compensation.
Ripley—The Railroads and the People.
Ripley—Railroads, Rates and Regulations.
Ripley—Railway Problems.
Robertson—Tramways.
Robinson & Joseph—Law and Equity Digest.
Roscoe's Nisi Prius.
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Russell on Arbitration.
Russell and Bayley—Indian Railways Act, 1890.
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Saskatchewan Grain Markets Commission Report.
Saskatchewan Reports.
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Sayings and Writings About the Railways.
Schouler—Bailments and Carriers
Scott—Automatic Block Signals.
Scott—Law of Telegraphs.
Scrutton—Charter parties and Bills of Lading.
Sellew—Steel Rails, Their History, Properties, Strength, and Manufacture.
Seton on Decrees.
Shaughnessy—Before the Interstate Commerce Commission. Long and Short Haul Provisions.
Shelton—The Lakes-to-the-Gulf Deep Waterway.
Sirey—Code Civil.
Smith—Organization of Ocean Commerce.
Snyder—American Railways as Investments.
Snyder—Annotated Interstate Commerce Act and Federal Anti-Trust Laws
Sourdat.
South Carolina Railroad Commission Reports
South Dakota Railroad Commissioners' Reports.
Stafford—The Canadian Oyster. Commission of Conservation, Canada.
Statistics of Common Carriers. Interstate Commerce Commission.
Statistics of Express Companies in Dominion of Canada.
Statistics of Express Companies in the United States.
Statistics of Public Utilities, New Jersey Board of Public Utility Commissioners.
Statistics of Railways in Canada.
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Statistics of Telegraph Companies in Canada.
Statuts du Canada.
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Statutes relating to the City of Toronto, 1894
Stephens—Digest of Highway Cases.
Stephen—Quebec Digest.

Sterne—Railways in the United States.
Steven—Digest of N.B. Reports.
Stewart—Index to Dominion and Provincial Statutes.
Stickney—The Railway Problem.
Streets Foundations of Legal Liability.
Strombeck—Freight Classification.
Stroud's Judicial Dictionary.
Suffern & Son—Railway Operating Costs.
Supreme Court of Canada Reports.
Sutherland on Damages.

Talbot—The Making of a Great Canadian Railway.
Talbot and Fort—English Citations.
Talbot—Railway Conquest of the World.
Talbot—Railway Wonders of the World.
Taschereau—The Criminal Code.
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Taylor on Evidence.
Telegraph Statistics. Telephone Statistics.
Temiskaming and Northern Ontario Railway Commission Annual Reports
Temp. Wood—Manitoba Reports.
Territories Law Reports.
Texas Railroad Commission Reports.
La Thémis.
Theoret—Code de Procédure Civile, Montreal.
Thiess and Joy—Toll Telephone Practice.
Thompson—Law of Electricity.
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United States Supreme Court Reports. Digest.

Van Zile—Bailments and Carriers.
Vaughan—Index to the Railway Acts of Canada, 1898.
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Washington—Progress and Prosperity.
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Weld—Private Freight Cars and American Railways.
Wellington—Economical Theory of Railway Location.
Weyl—Passenger Traffic of Railways.
Whitakers' Almanac.
Wigmore on Evidence.
Wilson—Mechanical Railway Signalling.
Wilson—Power Railway Signalling.
Wilson—Safety of British Railways.
Wisconsin Railroad Commission Reports.
Wood on Railway Law.
Woodfall—Railway and Canal Traffic.
Woodlock—Anatomy of Railroad Reports.
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Wright—Locomotive Dictionary, 1912, American Railway Master Mechanics' Association.
Wyer—Regulation, Valuation, and Depreciation of Public Utilities.
Wyman on Public Service Corporations.
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APPENDIX "J."

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

RECORD ROOM.

STATEMENT showing applications made to the Board under the various Sections of the Railway Act, for the fiscal year ending March 31, 1916.

Sections of Railway Act.	1915.									1916.			Totals.
	April.	May.	June	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	
Rescinding of Orders, Sec. 29	5	2	7	8	1	5	2	4	1	5	1	2	45
Rules and Regulations, Secs. 30, 269, 307, 13	1					1							2
Extension of time, Sec. 50				1					1			2	4
Location of line, Secs. 157, 168	5	1	2										8
Route Map, Sec. 157		1	1			1							3
Correction of Plans, Sec. 162			1										1
Railway as constructed, Sec. 164	2	3	4	1		3	1	2	3	1	1	1	21
Deviation of line, Sec. 167	5	4	8	5	4	2	4	1		3		1	37
Mines and Minerals, Secs. 169, 171		1	1					1	1				4
Expropriation of lands, Secs. 172, 191	2	2	1	1	2	2	1	1		3		2	17
Appeals from decision of Board	1					1			2				4
Compensation for damage, Secs. 192, 214	1		1									1	6
Branch Lines, Sec. 221, 226	16	17	16	11	9	20	17	20	18	17	26	9	196
Railway Crossings and Junctions, Secs. 227, 229	6	2	5	2	6	6	1	4	4	2	1	2	41
Interlocking appliances, Sec. 227	2	1	3	3	4	2	3	2	3				23
Highway Crossings, Secs. 235, 243	28	8	30	21	10	24	19	17	13	5	15	18	208
Highway Diversions, Sec. 237	7	1	2	5	1	4	3	10		3	3	8	47
Protection at Crossings, Sec. 243	9	2	3	2	1	4	5	11	5	5	3	3	53
Telegraph and Telephone Lines, Sec. 244						1			2	1	1		5
Telegraph and Telephone Connections, 245	1			1	1		1	3		2		1	10
Telegraph Wire Crossings, Sec. 246		1											1
Telephone Wire Crossings, Sec. 246		1		2						1	1		5
Power Wire Crossings, Sec. 246	16	4	1	3	3	2	4	1					37
Telephone Agreements, Sec. 248	6	3	9	6	9	7	12	8	13	5	4	2	84
Canals, Ditches, etc., Sec. 249	1					3							2
Water Pipes, Sec. 250	1						1			1			3
Sewers, Sec. 250	1	2	5	4	7	1	1	1	2				27
Culverts, Sec. 250				1			2	2	1		1		7
Farm Crossings, Secs. 252, 253	1	4	2		2	1	1			1	1	2	15

APPENDIX "J"—*Concluded.*

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA *Concluded.*

RECORD ROOM—*Concluded.*

STATEMENT showing applications made to the Board under the various Sections of the Railway Act, for the fiscal year ending March 31, 1916 *Concluded.*

Sections of Railway Act	1915.									1916.			Totals.
	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	
Protection at Farm Crossing	1	2			1								4
Cattleguards, Secs. 254, 255	1							2	1				4
Fencing of Right-of-way, Sec. 254	3	5	2			3	1				2	4	20
Constructions on Nav. Waters, Sec. 253,				1					1			1	3
Bridges, Secs. 256, 257	7	3	18	3	7	3	7	7	4	5	3	2	69
Tunnels, Secs. 256, 257										1		1	6
Stations, Sec. 258	5	12	3	3	3	4	4	1	2	3	1	4	45
Condition of Stations, Sec. 258					1	2	1						4
Station Accommodation and Agents	1		10	4	10	12	6	5	7	7	7	8	78
Opening of Railway, Sec. 261	1	3	2	2	25	1	7	7	1	1		1	54
Condition of Railway, Sec. 262	4	1	2	1		6	3	7	3	1	4	2	34
Rolling Stock, Sec. 264, 268		1	1	1				2			1		7
Tram Service	1	2	3	2	2			5	2		2	4	25
Working of Trains, Sec. 269							1		1		3		8
Obstruction to Traffic, Sec. 279				3	1	1	1			1	3	21	31
Accommodation for Traffic, 284	2	3	4	3		5	3	2	2	1	1	6	32
Accident Reports, Sec. 292	25	14	28	26	10	16	17	20	30	9	20	13	226
Thistles and Weeds, Sec. 296				1			1						2
Fires from Locomotives, Secs. 297, 298			4			2							6
By-Laws, *re* Tolls, Sec. 314	1	1				4			1		1	1	9
Discrimination Facilities, Sec. 317				1				1					2
Interswitching, Secs. 317, 334				1	1	5	2	1	3		3	2	12
Freight Classification, Sec. 331	2					1		1	1	5			9
Forms of Tariffs, Sec. 322, 339										1			1
Disallowance of Tariffs, Sec. 323		1	1	2			1	2			2	2	11
Standard Freight Tariffs, Sec. 327	3		3			2				1			6
Standard Passenger Tariffs, Sec. 331			1		1	1	2		1				6
Local Passenger Tariffs		1				1				1			2
Adjustment in Rates		1	1		2		1			1	1		6
Special Tariffs, Secs. 329, 332			1	5	1			1	1	1		1	11
Joint Tariffs, Sec. 335			2										2

Provisions for Carriage, Sec. 340		1			1								6
Express Tolls, Sec. 348, 354	4			1				1		1		2	7
Carriage by Express, Sec. 352				1			1	1	2				9
Telephone Tolls, Sec. 357, 360										1			1
Amalgamation Agreements, Sec. 361, 363				1		1			1	1			6
Traffic Agreement, Sec. 361		1											1
Enquiries	20	15	21	9	17	5	2					3	111
Requests	278	207	9	4	3				5				32
Complaints	8	8	51	65	68	65	82	81	84	64	79	54	867
Miscellaneous	4	3	10	4	5	4	8		5	6	5	6	64
General Orders of the Board					1	4	1	4		2	5	1	22
Totals	310	236	287	220	226	239	233	245	227	178	207	195	2,803

Ottawa, April 27, 1916.

F. R. DEMERS,
Statistical Clerk Records.

APPENDIX "K."

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

RECORD ROOM.

List of cases appealed to the Supreme Court of Canada, February 1, 1904, to March 31, 1916.

File No. 1114.—Montreal Terminal Railway *v.* Montreal Street Railway, Pius IX avenue crossing. Appeal from Order of Deputy Chief Commissioner and Commissioner Mills on question of jurisdiction. Appeal allowed.

File No. 1492.—James Bay Railway *v.* Grand Trunk Railway crossing belt line spur. Appeal on question of law. Appeal dismissed.

File No. 383.—Canada Atlantic Railway, Ottawa Electric Railway and City of Ottawa, *re* Bank street subway. Appeal of the Ottawa Electric Railway on question of law. Appeal dismissed.

File No. 588.—*Re* Toronto Union Station. A. R. Williams expropriation. Appeal to Supreme Court and then to Privy Council, England, on question of jurisdiction. Appeal dismissed.

File No. 1604. Case No. 1309.—Robinson *v.* Grand Trunk Railway, two-cent rate, Appeal to the Supreme Court and then to the Privy Council, on question of law. Appeal dismissed.

File No. 689.—Canadian Pacific Railway Company *v.* Grand Trunk Railway *re* branch line, London, Ont. Appeal on question of jurisdiction. Appeal dismissed.

File No. 1680.—Essex Terminal and W. E. and L. S. Railroad crossing, township of Sandwich. Appeal by the Essex Terminal Railway on question of law. Appeal dismissed.

File No. 1497.—T. D. Robinson and Canadian Northern Railway spur at Winnipeg. Appeal by the Canadian Northern Railway Company on question of jurisdiction. Appeal dismissed.

File No. 9527.—Montreal Street Railway *re* rates Mount Royal ward. Appeal by the Montreal Street Railway Company on question of jurisdiction. Appeal allowed.

Case No. 4719.—*Re* Agriculture Department, province of Ontario, and Grand Trunk Railway Company station at Vineland. Appeal by the railway company on question of jurisdiction. Appeal dismissed.

Case No. 3322.—*Re* Toronto viaduct. Appeal by the Canadian Pacific Railway Company on question of law. Appeal dismissed.

Case No. 4813.—*Re* fencing and cattleguards. Order No. 7473. Appeal by the Canadian Northern Railway Company on question of jurisdiction. Appeal allowed in part.

Case No. 4492.—City of Toronto and Grand Trunk Railway and Canadian Pacific Railway Companies, *re* commutation tickets. Stated case to the Supreme Court by the city of Toronto on question of law.

Case No. 3545.—*Re* city of Ottawa and county of Carleton, Richmond road viaduct. Appeal by the county of Carleton on question of jurisdiction. Appeal dismissed.

File No. 13079.—Grand Trunk Railway and Canadian Northern Ontario Railway spur, township of Scarboro. Appeal by the Grand Trunk Railway Company on question of jurisdiction. Appeal dismissed.

Case No. 3269.—Grand Trunk Railway and British American Oil Companies, oil rates. Appeal by the Grand Trunk Railway Company on question of law. Appeal dismissed.

File No. 1519.—Grand Trunk Pacific Railway and Fort William *re* location. Appeal by the Grand Trunk Pacific Railway on question of jurisdiction. Appeal dismissed.

File No. 11965.—Niagara, St. Catharines and Toronto Railway and Davy. Appeal by the Niagara, St. Catharines and Toronto Railway on question of jurisdiction. Appeal allowed.

File No. 9527.—Montreal Street Railway *re* rates, Mount Royal ward. Appeal by the Montreal, Park and Island Railway on question of jurisdiction. Appeal allowed.

File No. 10912.—Application of the Canadian Northern Railway Company to cross certain streets in city of Prince Albert, Sask., and Chas. Macdonald. Not yet heard.

File No. 15580.—Clover Bar Coal Company, Limited, and Wm. Humberstone. The Grand Trunk Pacific Railway Company and the Clover Bar Sand and Gravel Company. Appeal allowed.

File No. 16282.—Regina Rate Case. Appeal dismissed.

File No. 1487.—Application of E. F. Chambers and W. R. G. Phair in connection with Order of the Board No. 544, dated July 13, 1905, *re* Canadian Pacific Railway location, Molson-St. Boniface Branch. Leave to appeal granted.

File No. 17963.—Application of the Grand Trunk Pacific Railway Company for leave to appeal from judgment of the Board in regard to complaint of A. E. Purcell of Saskatoon, Sask. Appeal dismissed with costs, judgment being confined to particular circumstances at Saskatoon.

Case No. 3269.—Application of the Canadian Pacific Railway Company for leave to appeal from judgment of the Board on question of law in regard to the British American Oil Company's case. Appeal dismissed with costs.

File Nos. 15330 and 15330·1.—Application of the Grand Trunk and Canadian Pacific Railway Companies for leave to appeal upon the question of jurisdiction of the Board in regard to order dated May 16, 1911, *re* Canadian Oil Company. Appeal dismissed with costs.

File No. 19435.—Application of the Grand Trunk Pacific Railway Company for leave to appeal from order No. 16701, dated June 4, 1912, authorizing the city of Edmonton to cross with tracks and wires, etc., of its municipally-owned electric street railway, the track of the Grand Trunk Pacific Railway Company at 21st Street, Edmonton. Appeal dismissed.

File No. 14329·9.—Montreal, Park and Island Railway Company and Montreal Tramways Company, for leave to appeal against order of the Board No. 17082, dated July 20, 1912, allowing the Lachine, Jacques Cartier and Maisonneuve Railway Company to expropriate lands of the Montreal, Park and Island Railway Company. Appeal allowed.

File No. 20062.—Application of the British Columbia Electric Railway Company from order of the Board No. 17480, dated October 14, 1912, authorizing the city of Vancouver to construct Hastings, Pender, Keefer and Harris Streets across the tracks of the Vancouver, Victoria and Eastern Railway and Navigation Company, in the city of Vancouver, B.C. Appeal granted.

File No. 16171.—Appeal of the Independent Telephone Companies to the Supreme Court of Canada from the general order of the Board No. 149, on question of law. Appeal pending.

SUMMARY.

Number of cases in which appeal was dismissed.....	18
Number of cases in which appeal was allowed.....	9
Number of cases still pending.....	3
	30

LIST OF APPEALS TO THE GOVERNOR IN COUNCIL FROM FEBRUARY 1, 1904, TO MARCH 31, 1916.

File No. 399.—Bay of Quinte railway crossing Canadian Pacific Railway Company at Tweed, Ont. Appeal by the Bay of Quinte Railway Company. Order of the Board set aside and former order of the Railway Committee confirmed.

File No. 1455.—James Bay Railway *v.* Grand Trunk Railway Company crossing near Beaverton. Appeal of the James Bay Railway Company. Appeal dismissed.

File No. 1781.—*Re* Chatham street crossings, Grand Trunk Railway Company. Appeal by the Grand Trunk Railway Company. Appeal dismissed.

File No. 12992.—*Re* Maniwaki branch of Canadian Pacific Railway Company, starting of trains from Ottawa. Appeal allowed and case referred back to Board.

File No. 2030.—*Re* tariffs of certain Yukon railway. (This was not included in the report).

File No. 12912.—Park Avenue subway, Town of St. Louis, Montreal, and Canadian Pacific Railway Company. Appeal dismissed in part.

File No. 3452·30.—Application of J. Y. Rochester *re* Cameron Bay and Grand Trunk Pacific Railway Company. Appeal dismissed.

File No. 17040.—Lambton to Weston spur and Canadian Pacific Railway Company. No formal order made.

File No. 17716.—Canadian Pacific Railway Company spur (Longue Pointe) through town of Maisonneuve, Que. Appeal dismissed.

File No. 18787.—South Hazelton townsite and Grand Trunk Pacific Railway Company. Appeal allowed.

Case No. 3322.—Toronto Viaduct Case. Appeal dismissed.

File 9437·153 and file 12021·70.—Appeal of the Corporation of the City of Toronto from two orders of the Board, dated June 25, 1912, and numbered respectively 16842 and 16846 and in the matter of the North Toronto Grade Separation. Yonge Street subway. Appeal dismissed.

File No. 19024.—Appeal of Charles Miller of Toronto, Ont., from the order of the Board, dated 14th day of May, 1913, in the matter of the application of the Grand Trunk Pacific Railway Company for approval of the location of the company's station at Prince George, B.C. Appeal dismissed.

File No. 16177.—Appeal of the Canadian Pacific Railway Company from the Order of the Board, dated 19th day of February, 1913, in the matter of the application of the Mountain Lumber Manufacturers' Association regarding lumber rates. Appeal withdrawn.

File No. 21418.—Appeal by the Corporation of the City of Prince George, B.C., from a decision of the Board made on the 23rd day of November, 1914, directing the location of the station site at Prince George, B.C. Appeal pending.

File No. 22681·25.—Appeal by the City of Montreal, Que., from an Order of the Board No. 23390, dated March 2, 1915, *re* Canadian Northern Quebec Railway Company sidings across Stadacona and Marlboro streets, Montreal. Appeal pending.

File No. 21660.—Appeal by the Canadian Northern Ontario Railway company from an Order of the Board dated November 3, 1915, directing that the said company pay to the township of Loughboro, Ont., the sum of $5,000. Appeal refused.

SUMMARY.

Number of cases in which appeal was dismissed	10
Number of cases in which appeal was allowed	3
Number of cases still pending	2
Number of cases withdrawn	2
	17

F. R. DEMERS,
Statistical Clerk, Records.

OTTAWA, April 26, 1916.

APPENDIX "L."

List of General Orders and Circulars of the Board for the year ending March 31, 1916.

General Order No.	Date.	Subject.
138	March 25th, 1915. . .	Packing of moving picture films for carriage.
139	April 1st, 1915.....	Eastern Freight rates, suspension of tariffs.
140	April 13th, 1915.....	Handrails and steps for headlights on locomotives.
141	April 15th, 1915.....	Fireguards, amendment of General Order 107.
142	April 17th, 1915.....	Express merchandise receipt form
143	April 29th, 1915.....	Redemption of unused tickets.
144	April 29th, 1915.....	Express merchandise receipt form, rescinding General Order No. 142.
145	May 31st, 1915.....	Dump ash pans, locking gear.
146	July 29th, 1915.....	Joint Tariff concurrences.
147	July 29th, 1915.....	Cleaning and disinfecting stock or box cars, *re* charges.
148	Sept. 1st, 1915.....	Collection of advances for Seed, Grain, Fodder for animals, etc.
149	Sept. 14th, 1915.....	*Re* Reciprocal telephone toll connections.
150	October 19th, 1915...	*Re* Flag Stations, amendment of General Order No. 54.
151	Nov. 8th, 1915.....	Regulations governing baggage car traffic in Canada.
152	Nov. 2nd, 1915.....	Maximum tolls for carriage of vegetables in refrigerator car-load lots.
153	Nov. 4th, 1915.. . .	Classification changes in the "Canada Gazette".
154	Nov. 10th, 1915 . .	*Re* Commodity tariffs on cream pasteurizers, in less than carload lots.
155	Nov. 15th, 1915...	Cleaning and disinfecting stock or box cars, filing of amended tariffs.
156	January 18th, 1916 .	Profiles of railway companies whose lines commence at, terminate at, etc. listed in the work entitled "Altitudes in Canada".
157	January 31st, 1916 ..	Profiles of railway companies whose lines commence at, terminate at, etc. listed in the work entitled "Altitudes in Canada", rescinding General Order No. 156.
158	February 15th, 1916 .	Express Classification for Canada, amendment of General Order No. 153.
159	February 18th, 1916 .	Cars or engines obstructing main tracks within yard limits.
160	February 24th, 1916 .	*Re* Embargoes,—reporting to Board.
161	February 23rd, 1916....	*Re* Flagging Rules.
162	March 30th, 1916.... ..	Telegraph forms, approval of.
163	March 31st, 1916....	Telegraph tolls.
Circular No.		
142 (Sup. No. 1)	April 17th, 1915.....	Hand Rails and Foot Rests on Cabs and Tenders of locomotives.
142	July 6th, 1915.....	Hand Rails and Foot Rests on Cabs and Tenders of locomotives.
143	July 8th, 1915.....	Insulators on high tension electric power transmission lines at Railway crossings.
144	Sept. 29th, 1915 ..	Notification to Shippers of non-delivery of freight.
145	Jan. 10th, 1916..	Standardization of height of passenger car steps and of elevation of station platforms.
146	Jan. 20th, 1916.....	*Re* filing of plans for use in Registry Offices.
147	Jan. 26th, 1916...	*Re* Fire Reports.
148	March 24th, 1916	*Re* Fire Reports.

GENERAL ORDER No. 138.

In the matter of the application of the Express Traffic Association of Canada, on behalf of the express companies subject to the jurisdiction of the Board for approval of a proposed amendment to the Express Classification for Canada No. 3, containing provisions for the proper packing of moving picture films, with the object of safeguarding the travelling public and the companies' employees. File No. 4397.18.

Upon reading what is filed in support of the application and the report and recommendation of the Chief Traffic Officer of the Board—

It is ordered that the proposed amendment to the said Express Classification for Canada No. 3 be, and it is hereby, approved as follows, namely:—

> Moving picture films must be packed in tightly closed metal cases enclosed in a strong spark-proof wooden box; or in spark-proof cases made of sheet-iron not less than 0·02 inch thick and lined throughout with fibre board at least $\frac{1}{8}$ inch thick, or some other equivalent insulating material. The covers of these cases must fit tightly, and must lap over the body at least $\frac{3}{4}$ inch on the sides, forming a tight joint.
>
> On the outside must be placed a red label reading:—
>
> MOVING PICTURE FILMS.
> Must not be loaded or stored near a radiator, stove,
> or other source of heat.

(Sgd.) H. L. DRAYTON,
Chief Commissioner.
Board of Railway Commissioners for Canada.

OTTAWA, March 25, 1915.

GENERAL ORDER No. 139.

In the matter of the application of the Canadian Freight Association on behalf of railway companies under the jurisdiction of the Board, operating in Eastern Canada, for permission to increase their freight rates on various classes of general merchandise and commodities. File No. 25547.

Upon a further hearing of the application at the sittings of the Board held in Toronto, the 31st day of March, 1915, in the presence of counsel for and representatives of the Grand Trunk, Canadian Pacific, and Canadian Northern Railway Companies, the Dominion Government, the Montreal Board of Trade, the Toronto Board of Trade, the Brotherhood of Locomotive Engineers, the Brotherhood of Firemen and Trainmen, the Dominion and other Canners' Association, the Montreal Corn Exchange, the Atlantic Sugar Refinery of St. John, New Brunswick, and the Dominion Miller's Association, and what was alleged—

It is ordered that the proposed advances in commodity rates shown on pages 4, 5, 6, and the upper part of page 7 of Supplement 26 to the Canadian Pacific Railway Company's tariff, C.R.C. No. E-2480, be, and they are hereby suspended pending a decision by the Board in the said application for a general increase.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, April 1, 1916.

GENERAL ORDER No. 140.

In the matter of the complaint of W. L. Best on behalf of the Brotherhood of Locomotive Firemen and Enginemen against the failure of the railway companies properly to equip their locomotives with safe and adequate facilities for reaching the headlamp when necessary for employees to light and give other necessary attention to this part of the locomotive, and in the matter of the General

SESSIONAL PAPER No. 20c

Order of the Board, No. 102, dated February 17, 1913, prescribing rules and regulations respecting safety appliances on trains of railway companies subject to the jurisdiction of the Board. File No. 25564.

Upon hearing what was alleged by the representatives of the railway companies and interests following, namely: The Wabash Railroad Company, the Canadian Pacific, Quebec, Montreal and Southern, Canadian Northern Ontario, Canadian Northern Quebec, Canadian Northern, Ottawa and New York, Grand Trunk, Grand Trunk Pacific, and Central Vermont Railway Companies, the Michigan Central, New York Central and Hudson River, and Rutland Railroad Companies, the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, at a conference had with the operating officers of the Board held at Ottawa, April 8, 1915, the railway companies unanimously consenting to the proposed amendment,—

It is ordered that the said General Order No. 102, dated February 17, 1913, be, and it is hereby, amended by adding to the clause with the heading, "Handrails and Steps for Headlights," in the second last paragraph of the said Regulations, the words, "and headlight equipment," so as to make the said clause read as follows:—

"HANDRAILS AND STEPS FOR HEADLIGHTS.

Locomotives having headlights which cannot be safely and conveniently reached from pilot-beam or steam-chests shall be equipped with secure handrails and steps suitable for the use of men in getting to and from such headlights and headlight equipment."

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, April 13, 1915.

GENERAL ORDER No. 141.

In the matter of the application of the Canadian Pacific Railway Company, hereinafter called the "Applicant Company," under section 29 of the Railway Act, for an Order varying General Order of the Board No. 107, dated the 4th day of July, 1913, prescribing regulations for the prevention of fires, in the following respects, namely: (1) By striking out clauses (*e*), (*f*), and (*g*) of section 8 of the said Order and substituting therefor the following as clauses (*e*), (*f*), (*g*), and (*h*):—

(*e*) An agent, employee, or contractor of any such railway company shall have the right to enter upon and construct such fireguards on lands not under cultivation, without the expressed consent of the owner or occupant of such land. During the progress of this work, no agent, employee, or contractor of the railway company shall permit gates to be left open, or to cut or leave fences down whereby stock or crops may be injured, or do any other unnecessary damage to property in the construction of fireguards.

(*f*) An agent, employee, or contractor of any such railway company shall not have the right to enter upon and construct such fireguards on lands under cultivation.

(*g*) The owner or occupant of land under cultivation shall, in writing, notify the railway, on or before July 1 of each year, if he requires a fireguard constructed and maintained on his cultivated land. The Railway Company shall acknowledge the notification and construct and maintain such fireguard.

(*h*) After the date set by the Chief Fire Inspector for the completion of such fireguards, the railway company shall not be required to construct any fireguards, the aforesaid requirements having been complied with.

(2) By striking out the words, "or near," in the third line of section 13, and also clause (*e*) of the said section 13.

File No. 4741. Part 6.1.

Upon hearing the application at the sittings of the Board, held in Ottawa, April 6, 1915, in the presence of counsel for the representatives of the applicant company, the Grand Trunk and Canadian Northern Railway Companies, the province of British Columbia, the Dominion Parks Branch of the Department of the Interior, the Dominion Forestry Branch, the Canadian Lumbermen's Association, the Canadian Forestry Association, and the Quebec Forest Protection Branch, and what was alleged—

It is ordered that the application to amend the said General Order, No. 107, be, and it is hereby, dismissed except with respect to that part of the application dealing with clause (*e*) of section 8 of Order, which is reserved for further consideration.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, April 15, 1915.

GENERAL ORDER No. 142.

In the matter of the complaints made by shippers against Sections No. 5, subsection (*c*) of the form of Express Merchandise Receipt;
And in the matter of labelling "prepaid" and "collect" packages:—File No. 3507. Case No. 219.

Upon hearing the matter of the Merchandise Receipt at the Sittings of the Board held in Ottawa, February 16, 1915, in the presence of Counsel for and representatives of the Express Companies, the Toronto Board of Trade, and the Canadian Manufacturers' Association, and what was alleged; and upon reading the submissions filed, and the report of the Chief Traffic Officer of the Board—

1. It is ordered that subsection (*c*) of section 5 of the "Terms and Conditions" endorsed on the Express Merchandise Receipt, be struck out; and that, in lieu thereof, the following new subsection be inserted:

> For any loss or damage caused by delay or by injury to, or loss or destruction of the shipment, or any part thereof, from conditions beyond the control of the company, unless such loss or damage is caused by the negligence of the railway company upon whose trains or property the shipment was at the time such loss or damage occurred.

2. And it is further ordered.

(*a*) That express companies subject to the jurisdiction of the Board shall firmly affix a printed label to every shipment of goods received for carriage, which label shall indicate in conspicuous type whether the charges thereon have been prepaid, or are payable by the consignee.

(*b*) One such label affixed to any one package or article in a shipment composed of two or more packages or articles may suffice, provided that the label indicates the total number of packages or articles in the shipment.

(*c*) For "prepaid" shipments the label shall be printed in black on yellow paper.

(*d*) For "collect" shipments the label shall be printed in black on white paper.

(*e*) Permission of the consignee shall be obtained before the removal of any tag, wrapper, or portion of wrapper from any package or article.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, April 17, 1915.

GENERAL ORDER No. 143.

In the matter of Chapter 38 of the Revised Statutes of Canada, 1906, and the delay by the railway companies in refunding the amounts due holders of unused tickets, either in whole or in part, as provided by the said Act.

File No. 22589.

Complaints having been made to the Board, and its appearing that considerable inconvenience and annoyance have been caused the public by delays on the part of railway companies in making repayment to ticket holders, as required under the said Act, Chapter 38, R.S.C. 1906;

Upon hearing what was alleged on behalf of the Grand Trunk, Canadian Pacific, Canadian Northern, and Ottawa and New York Railway companies and the Michigan Central Railroad company, represented at the sittings of the Board held in Ottawa, April 20, 1915, on the return of the notices calling upon the railway companies to show cause why repayment, as provided under the said Act, should not be made within thirty days from demand; and upon reading and considering the written submissions filed on behalf of the said railway companies;

In pursuance of the said Act, Chapter 38, R.S.C., 1906, and the powers conferred upon it by Section 2, subsection (28), and Section 30 of the Railway Act, and of all other powers possessed by the Board in that behalf:

It is ordered:

1. That every railway company subject to the jurisdiction of the Board repay to every holder of a ticket over its railway, within thirty days from demand in the case of a single line ticket and within sixty days from demand in the case of a joint ticket the cost of the said ticket if unused in whole or in part, less the regular fare for the distance for which such ticket may have been used.

2. That every such railway company failing to comply with the foregoing regulation be liable to a penalty of a sum not exceeding twenty-five dollars ($25) for every such failure.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, April 29, 1915.

GENERAL ORDER No. 144.

In the matter of the complaints made by shippers against Section No. 5, subsection (*c*) of the form of Express Merchandise Receipt;

And in the matter of labelling "prepaid" and "collect" packages: File No. 3507—Case No. 219.

Upon hearing the matter of the Merchandise Receipt at the sittings of the Board held in Ottawa, February 16, 1915 in the presence of Counsel for and representatives

of the Express Companies, the Toronto Board of Trade, and the Canadian Manufacturers' Association, and what was alleged; and upon reading the submissions filed, and the report of the Chief Traffic Officer of the Board:

It is ordered:

1. That subsection (*c*) of section 5 of the "Terms and Conditions" endorsed on the Express Merchandise Receipt be amended by striking out the concluding words of the subsection, reading "or from conditions beyond its control;" and by inserting as subsection (*c*) the following:—

> "For any loss or damage caused by delay or by injury to or loss or destruction of the shipment or any part thereof, from conditions beyond the control of the company, unless such loss or damage is caused by the negligence of the railway company upon whose trains or property the shipment was at the time such loss or damage occurred."

2. And it is further ordered:

(*a*) That express companies subject to the jurisdiction of the Board shall firmly affix a printed label to every shipment of goods received for carriage, which label shall indicate in conspicuous type whether the charges thereon have been prepaid, or are payable by the consignee.

(*b*) One such label affixed to any one package or article in a shipment composed of two or more packages or articles may suffice, provided that the label indicates the total number of packages or articles in the shipment.

(*c*) For "prepaid" shipments the label shall be printed in black on yellow paper.

(*d*) For "collect" shipments the label shall be printed in black on white paper.

(*e*) Permission of the consignee shall be obtained before the removal of any tag, wrapper, or portion of wrapper from any package or article for the purpose of verifying a "prepaid" label, or marks indicating prepayment, on a consignment billed "to collect".

3. And it is further ordered that Geenral Order No. 142, dated April 17, 1915, made herein, be, and it is hereby, rescinded.

(Sgd.) H. L. DRAYTON,
Chief Commissioner.

OTTAWA, April 29, 1915. *Board of Railway Commissioners for Canada.*

GENERAL ORDER No. 145.

In the Matter of the Order of the Board No. 15988, dated February 17, 1912, providing that all railway companies subject to the jurisdiction of the Board equip their locomotives with ash pans that can be dumped or emptied without the necessity of an employee getting under the locomotive, except in cases of emergency: File No. 4966, Pt. 3.

Upon hearing the matter at the sittings of the Board held in Ottawa, April 6, 1915, in the presence of Counsel for and representatives of the Canadian Pacific, Grand Trunk and Canadian Northern Railway companies, the Brotherhood of Locomotive Engineers, and the Brotherhood of Locomotive Firemen and Enginemen, and what was alleged; and upon reading the further submissions filed—

It is ordered that the Canadian Pacific Railway Company be, and it is hereby, directed, by the 1st day of July, 1915, to equip its engines with a locking gear for the dampers of the ash pans: Provided that no engine shall be operated from and after that date unless so equipped.

(Sgd.) D'ARCY SCOTT,
Assistant Chief Commissioner.

OTTAWA, May 31, 1915. *Board of Railway Commissioners for Canada.*

SESSIONAL PAPER No. 20c

GENERAL ORDER No. 146.

In the matters of: (*a*) Joint tariff concurrences. (*b*) Filing of joint tariffs to United States points, or to Canadian points through the United States. (*c*) Tariff changes and suspensions: Files Nos. 1144, 24388, and 24318.

WHEREAS the Railway Act, section 333, provides that where traffic is to pass over any continuous route in Canada operated by two or more companies, the several companies may agree upon a joint tariff for such continuous route, and the initial company shall file such joint tariff with the Board, and the other company or companies shall promptly notify the Board of its or their assent to and concurrence in such joint tariff;

AND WHEREAS doubt has arisen as to the intent of section 335 of the Railway Act—

IT IS ORDERED as follows, namely:—

1. That one or other of the following forms of concurrence certificate be used in notifying the Board of assent to and concurrence in joint tariffs or supplements thereto, applicable between points in Canada, which have been published and filed by another (the initial) company, and to which the company giving assent and concurrence has been made a party, the certificate to be printed on paper eleven inches long by eight inches wide and mailed to the chief traffic officer of the Board, namely:—

(*a*) "SPECIFIC CONCURRENCE CERTIFICATE."

(Name of concurring company in full.)

.....Department.

(Place and date).....

No. C.C. (from No. 1 progressively).

The Board of Railway Commissioners for Canada:—

This is to certify that the (name of concurring company in full) assents to and concurs in the publication and filing of the joint schedule described below, and hereby makes itself a party thereto and bound thereby.

(Full title and C.R.C. No. of schedule concurred in.)

Date effective.....

Issued by .....Company.

(*b*) "LIMITED CONCURRENCE CERTIFICATE."

(Name of concurring company in full.)

.....Department.

(Place and date).....

No. L.C. (from No. 1, progressively.)

The Board of Railway Commissioners for Canada:—

This is to certify that the (name of concurring company in full) assents to and concurs in joint tariffs and supplements thereto that may hereafter be published and filed by the (name of company in full), applying via (name of junction point with concurring company) or from (names of points or description of territory), in which this company is named as a participant, in so far as such schedules contain rates or regulations which apply within Canada, via this company's line to (not from).....
.....(description of territory), and hereby makes itself a party thereto and bound thereby.

(*c*) "GENERAL CONCURRENCE CERTIFICATE."

(Name of concurring company in full.)

..... Department.

(Place and date) .....

No. G.C. (from No. 1 progressively).

The Board of Railway Commissioners for Canada:

This is to certify that the (name of concurring company in full) assents to and concurs in all joint tariffs and supplements thereto that may hereafter be published and filed by the (name of company in full) in which this company is named as a participant, in so far as such schedules contain rates or regulations which apply within Canada, to or via (not from) this company's points, and hereby makes itself a party thereto and bound thereby.

2. That the said "Specific" Concurrence Certificate be signed with the name and title of the official of the concurring company appointed by by-law of the company to prepare and issue tariffs, or by some person duly authorized to sign for him, such person to affix his name in full, and his name and authority for the purposes of this Order to be communicated to the Board.

3. That the said "Limited" and "General" Concurrence Certificates be signed in person by the official of the concurring company appointed by by-law of the company to prepare and issue tariffs.

4. That the company which prepares and issues the joint schedule show therein, in small type against the name of each of the concurring companies, the "C.C.," "L.C.," or "G.C." number, as the case may be, of the certificate of concurrence of such company in such joint schedule.

5. That two copies of all certificates of concurrence be filed with the Board, one, marked "duplicate," to be stamped with the date of receipt by the Board and returned to the sender.

6. That, under section 323 of the Railway Act, the only procedure in the case of non-concurrence in a joint schedule be by formal application by the objecting company to the Board for an Order disallowing the said schedule.

7. That section 335 of the Railway Act be, and it is hereby construed to require the filing of joint tariffs from points in Canada to points in the United States, or between points in Canada when a portion of the continuous route is in the United States, by the initial company in Canada in behalf of itself and of the other company or companies contributing to such continuous route.

8. That the joint tariffs referred to in clause 7 hereof bear the C.R.C number of the initial company, and be transmitted to the Board by filing advices of the said company.

And in pursuance of the powers conferred upon the Board by sections 26 and 348 of the Railway Act, and of all other powers possessed by it in that behalf—

It is further ordered as follows, namely:—

9. That no toll contained in any special or competitive freight or express tariff referred to in subsections 3 and 4 of section 326, and subsection 2 of section 348 of the Railway Act, be advanced until it has been in force for at least thirty days;

Provided that when a special or competitive freight or express tariff contains a notice that any reduced toll shown therein will expire upon a given date, which date shall not be less than thirty days from the date upon which the said reduced toll becomes effective the said notice be considered to comply with subsection 3 of section 328 of the Railway Act, as amended by section 11, 1-2 George V, Chapter 22.

10. That a schedule of freight, passenger, express, telegraph, or telephone tolls which omits any toll or service included in any schedule cancelled thereby, give the reference by the C.R.C. number to the schedule wherein the toll or service is there-

after shown, or so indicate if the service is abolished, and that a supplement giving notice of cancellation only show the same information.

11. That matter repeated in a supplement to a tariff from an earlier supplement carry the remark "Reissue; effective.. .. ..19..... in supplement No. .. ..

12. That except of its own motion, or on special grounds advanced, the Board will not ordinarily suspend or postpone the effective date of any schedule, or any particular rate, rule, or regulation shown therein, or any cancellation notice, unless an application for suspension or postponement is received by the Board at least fourteen days before the date when the said schedule or notice is published to become effective; the application to state the C.R.C. number of the tariff (if a supplement or notice, its number also) whether the entire schedule or a part thereof is complained against, and the anticipated effect of the new publication in sufficient detail to justify its suspension or postponement.

13. That the Order of the Board No. 8984, dated the 11th day of December, 1909, and the General Order of the Board No. 129, dated the 22nd day of July, 1914, be, and they are hereby rescinded.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, July 7, 1915.

GENERAL ORDER No. 147.

In the matter of the application of the Toronto Live Stock Exchange, the Live Stock Shippers' Association of Ontario, and others, for an Order disallowing a charge of $2.50 per car for cleaning and disinfecting single-deck stock or box cars, and $4 for double-deck stock cars, which the railway companies proposed to collect by tariffs published and filed the said tariffs having been suspended by the Board pending a hearing. File No. 26059.

Upon hearing the application at the Sittings of the Board held in Toronto, July 16, 1915, in the presence of Counsel for and representatives of the Applicants, the Grand Trunk, the Canadian Pacific, the Canadian Northern, the Toronto, Hamilton and Buffalo, and the Ottawa and New York Railway Companies, and the Pere Marquette Railroad company, and what was alleged—

It is ordered that the railway companies subject to the jurisdiction of the Board may charge and collect a toll not exceeding 75 cents for cleansing and (or) disinfecting any car in which live stock has been carried when the said work is done by the railway companies; and that the said toll may lawfully be an addition to the charges, as published in the tariffs of the companies, for transportation of the live stock unloaded from the said cars.

And it is also ordered that any tariffs of the said railway companies showing a toll, or tolls, for cleansing and (or) disinfecting live stock cars in excess of the toll of 75 cents per car, be, and they are hereby, disallowed; and that the Order of the Board No. 23927, dated the 2nd day of July, 1915, be and it is hereby rescinded.

(Sgd.) H. L. DRAYTON,
Chief Commissioner.
Board of Railway Commissioners for Canada.

OTTAWA, July 29, 1915.

GENERAL ORDER No. 148.

In the matter of the collection of advances for Seed Grain Fodder for Animals and other goods by way of relief, furnished to persons in the Provinces of Alberta and Saskatchewan, under the authority of Chapter 20 of the Acts of 1915, and the Order of the Board No. 7562, dated July 15, 1909, approving the forms of Bill of Lading for use in Canada by railway companies, and setting forth conditions and limitations to be endorsed upon the said Bills of Lading.

File No. 26155.

Upon the request of the Governor General in Council that railway companies be instructed to endorse upon the Bills of Lading under which shipments of grain are made in the provinces of Alberta and Saskatchewan, the amount payable for advances for seed grain, fodder for animals and other goods, as authorized under said Chapter 20 of the Acts, 1915, and the interest agreed to be paid, and reading what has been filed on behalf of the Canadian Pacific Railway, Canadian Northern Railway and the Grand Trunk Pacific Railway companies.

It is ordered that in pursuance of the powers conferred upon the Board under Section 340 of the Railway Act, and all other powers possessed by it in that behalf, all railway companies within the legislative control of the Parliament of Canada and operating in the said provinces of Alberta and Saskatchewan, be, and they are hereby authorized to endorse upon the Bills of Lading, approved under said Order No. 7562, the amount of advances for seed grain, fodder for animals and other goods furnished to persons in the provinces of Alberta and Saskatchewan, and the interest agreed to be paid, authorized by said Chapter 20 of the Acts, 1915, and as provided under said Order in Council of July 23, 1915.

(Sgd.) D'ARCY SCOTT,
Asst. Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, September 1, 1915.

GENERAL ORDER No. 149.

In the matter of the order of the Board No. 14184, dated May 9 and 10, 1911; and the application of the Bell Telephone Company of Canada, hereinafter called the "Bell Company" in pursuance of the terms thereof, for an order rescinding said order in so far as it concerns the Ingersoll Telephone company, Limited, the Blenheim and South Kent Telephone Company, Limited, the Peoples Telephone Company of Forest, Limited, the South Lambton Telephone Co-Operative Association, Limited, the Markham and Pickering Telephone company, Limited, the Niagara District Telephone company, Limited, the Municipal Corporation of the Village of Brussels being the initiating municipality of the Brussels, Morris and Grey Municipal Telephone System, and the Wheatley Telephone company, Limited.

And in the matter of the application on behalf of the said Telephone company hereinafter called the "Independent Companies", for an order varying said order No. 14184 by reducing and making reciprocal the connecting toll or by eliminating the said toll altogether; and also by extending the operation of the said order to all independent systems connecting with the Bell company.

File No. 16171, Part 3.

Upon hearing the application at the sittings of the Board held in Toronto, April 30, 1913 (and other sittings including the sittings of the 14th October, 1913, and

March 25, 1915), in the presence of counsel for the Bell company and the independent company and systems, the evidence offered, and what was alleged; and the reading of the written submissions filed on behalf of the companies and the hearing of argument of counsel:

It is ordered as follows:

1. That the said Order No. 14184, dated the 9th and 10th of May, 1911, be and the same is hereby rescinded.

2. The Bell company shall on the application of any municipal corporation, independent telephone company or system connect its long distance telephone system or line with the system or line of any such municipal corporation, independent telephone company or system unless otherwise ordered.

3. Each Applicant shall build the connecting lines to the point nearest adjacent to the central office of the Bell company where the connection is to be made and the Bell Company shall continue the said connecting lines upon its poles into its central office and make the necessary connections to its switchboard: Provided, however, that the Bell company shall not be required to construct or maintain lines beyond the limits of the corporation in which the Bell Exchange is situated.

4. Each of the applicants so connected shall re-imburse the Bell company for any and all outlay and expense incurred by it in making said connections or the use of the Bell plant. Any dispute between the said Applicants or any of them and the Bell company as to the cost of such work or use, if any, of the Bell plant, shall be adjusted by the electrical engineer of the Board.

5. The Bell company shall establish connection, time and supervise all conversations, check duration of same and compute the charge accruing to each company and system and when required the length of time and the amount of charge shall be stated at the termination of each conversation or message for the information of the person who originates the call.

6. On the request of the Applicants, the Bell company agreeing thereto, it is agreed that no surcharge or other charge, save the ordinary long distance toll, shall be made by the Bell company to a municipality, corporation, independent company or system which is non-competing.

7. Each of the Applicants so connected shall pay the Bell company the following annual charges, payable half yearly in advance, from the date of connection hereunder, namely:—

(*a*) The sum of $100 so long as such company has not more than 250 subscribers.

(*b*) The sum of $200 so long as such company has over 250 but not more than 600 subscribers.

(*c*) The sum of $300 so long as such company has more than 600 subscribers.

8. That the Applicant Company shall for the above annual fee, be entitled to only three points of connection; for each additional point of connection the annual payment should be fixed on the basis of the above schedule having regard to the number of subscribers covered by such additional connection.

9. The independent company or system shall furnish every three months such information with respect to the names and addresses of subscribers as may reasonably be required by the Bell company for the purpose of ascertaining the amount payable to the Bell company hereunder, and for the making of proper directory listings and proper handling of traffic.

10. In the case of competing companies or systems on each Long Distance communication originating upon the lines of an independent company or system connecting hereunder and transmitted over the lines of the Bell company, the independent company or system shall be liable for, and shall pay to the Bell company the latter's regular Long Distance charge from the point of exchange or connection with the independent company or system to the point of Destination, and further, as payment for service in connection with the additional facility given, there shall be a

surcharge of 10c. on all communications interchanged each way of which surcharge the Bell company shall receive 7c. and the independent company or system, 3c.

11. Each company or system shall collect all charges due hereunder for communications originating on its system and account to and pay over to the other company or system the latter's portion thereof.

12. Each month a summary of business interchanged during the preceding month shall be furnished by the company to the independent company or system and a settlement shall be made of the amount due to either company or system within thirty (30) days after the receipt of such summary and after the expiration of the aforesaid thirty (30) days interest at the rate of six per cent (6 %) per annum shall be added to all accounts in arrear, and in the event of the said amount, with interest, not being paid at the expiration of three months from the date of the aforesaid summary being furnished, then the company or system not in default may terminate the connection.

13. If any dispute arises as to the standard of the apparatus of any such independent connecting company or system the same shall be referred to the Board.

14. The independent companies and systems shall observe in the handling of interchanged telephonic communications such reasonable rules and regulations relating to operating routing of communications, and the point of connection for each exchange of the independent company or system as the Bell company may from time to time adopt or determine subject to appeal to the Board.

H. L. DRAYTON,
Chief Commissioner.

OTTAWA, September 14, 1915. *Board of Railway Commissioners for Canada.*

GENERAL ORDER No. 150.

In the matter of the application of the Canadian Northern Railway company for an Order amending General Order of the Board No. 54, dated January 6, 1910, requiring the construction of flag stations in Manitoba, Saskatchewan, and Alberta, from or to which L.C.L. freight and passenger traffic is carried.

File No. 4205, Case No. 871.

Upon reading what is filed in support of the application, and its appearing that the wording of the Order does not clearly carry out its intention—

It is ordered that the said General Order No. 54, dated January 6, 1910, be, and it is hereby amended, by striking out the words "All freight traffic," in the first line of Clause 3 of the Order, and substituting therefor the words, "All L.C.L. freight traffic."

(Sgd.) H. L. BRAYTON,
Chief Commissioner,

OTTAWA, October 19, 1915. *Board of Railway Commissioners for Canada.*

GENERAL ORDER No. 151.

In the matter of the interim Order of the Board, No. 195, dated October 17, 1904, authorizing the use of forms of bills of lading and other traffic forms, until the Board should otherwise order and determine, and the consideration of the matter of the proposed regulations governing baggage car traffic in Canada.

File No. 23328.

Upon reading the said proposed regulations filed by the railway companies, copies of the said regulations having been sent to the Canadian Manufacturers' Association,

the Montreal Chamber of Commerce, the Ontario Wholesale Grocers' Guild, and the Boards of Trade of St. John, New Brunswick, Quebec, Montreal, Ottawa, Kingston, Toronto, Hamilton, Brantford, London, Winnipeg, Brandon, Regina, Saskatoon, Edmonton, Calgary, Lethbridge, Vancouver, Victoria and Nelson, and reading the written submissions filed in support of the application and on behalf of the parties named, as well as the Commercial Travellers' Association of Canada, the Ontario Commercial Travellers' Association, and various individuals interested, numerous conferences between the officers of the Board and the parties interested having taken place—

It is ordered,

That the following regulations attached hereto and marked "A" governing baggage car traffic be, and they are hereby, prescribed for the observance of every railway company within the legislative authority of the Parliament of Canada, other than Government railways, therein referred to as "the carrier."

That the said regulations come into force the first day of January, 1916.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, November 8, 1915.

"A"—REGULATIONS GOVERNING BAGGAGE CAR TRAFFIC IN CANADA.

PERSONAL BAGGAGE.

Rule 1.—(*a*) Personal baggage consists of wearing apparel, toilet articles, and similar effects for actual use and necessary and appropriate for the wear, use, comfort and convenience of the passenger for the purposes of the journey and not intended for other persons or for sale. See also Rule 17.

(*b*) The carrier will not be responsible for loss of or damage to money, jewelry, negotiable papers and like valuables, liquids, perishable or fragile articles enclosed in baggage, nor for damage caused by same.

(*c*) Baggage must be enclosed in receptacles provided with handles, loops or other suitable means for attaching checks, and sufficiently strong to withstand necessary handling, such as trunks, valises, telescopes, suit cases, leather hat boxes, satchels, medium sized boxes and soldier, sailor or immigrant bags.

(*d*) Trunks or other rigid containers with more than two bulging sides, or with two bulging sides that are not opposite to each other, will not be accepted for transportation in regular baggage service.

(*e*) Receptacles, when not securely locked, will not be received or checked except on condition that no liability will be assumed for loss of articles therefrom, whether resulting from negligence of the carrier, its servants, or agents, or otherwise howsoever.

SAMPLE BAGGAGE.

Rule 2.—(*a*) Sample baggage consists of samples of merchandise and salesmen's catalogues carried by commercial travellers for the purpose of enabling them to make sales of goods similar to the samples carried or as shown in the catalogues, and not for sale or free distribution by the owner or owners, their branch houses, customers, or others. See also Rule 18.

(*b*) Money, jewelry, negotiable papers and like valuables, liquids, perishable or fragile articles should not be enclosed in sample baggage to be checked.

(*c*) Sample baggage must be enclosed in sample trunks or sample cases securely locked, sufficiently strong to withstand necessary handling (not in boxes, crates, drum cases, cylinders or barrels), except that sample whips in flexible cases not exceeding ninety inches in length, and twelve inches in diameter at the base, or one hundred pounds in weight, will be checked and transported as part of the passenger's baggage allowance. Not more than one such whip case will be checked for one passenger on one adult ticket.

(*d*) Trunks or other rigid containers with more than two bulging sides, or with two bulging sides that are not opposite to each other, will not be accepted for transportation in regular baggage service.

EXCESS VALUE.

Rule 3.—(*a*) The carrier will not accept for transportation from any one passenger baggage and, or other property that is declared to exceed $2,500 in value.

(*b*) The carrier shall not be liable in respect of or consequent upon loss of or damage or delay to any personal baggage whether caused by or resulting from negligence of the carrier, its servants or agents or otherwise howsoever for any amount in excess of $1,000 for any such baggage belonging to and checked for an adult passenger and $50 for any such baggage belonging to or checked for a child travelling on a half-fare ticket, which amounts shall be deemed to be the respective values of such baggage, whether charged for as excess size or excess weight baggage or carried as free allowance, unless greater values are declared and extra charges paid at time of checking in accordance with the carrier's current tariff.

(*c*) Charges for declared excess valuation must be prepaid.

CHECKING.

Rule 4.—(*a*) The checking of baggage and articles carried in regular baggage service attaches only to a ticket, when the baggage or other article offered for checking is the property of and is to be carried for the passenger to whom the ticket belongs.

(*b*) Subject to Rule 18, checks will only be issued to destination of ticket or to points where stop-overs are allowed, and only via route of ticket. Such baggage or other articles must not be checked to two or more destinations on same ticket.

(*c*) Such baggage or other articles to be checked must be presented with ticket to baggage agent at the station or wharf in sufficient time prior to the departure of train or steamer to permit of the proper recording, weighing or measuring, and the issuing of the necessary checks for same.

(*d*) The carrier shall endeavour to forward such baggage or other articles on same train or steamer with passenger but will not be responsible for failure to do so.

BABY CARRIAGES, ETC.

Rule 5.—(*a*) Baby carriages, go-carts, baby sleighs, children's velocipedes and tricycles or similar vehicles, when accompanied by passenger will be checked upon payment of charge in accordance with current tariff. Such articles do not form any part of the free baggage allowance and the charge therefor is separate from and has no connection with the charge for excess baggage.

(*b*) The carrier will not be responsible in any case for loss of or damage to such articles as pillows, robes and blankets carried in baby carriages, etc.

See also Rule 11.

BICYCLES.

Rule 6.—(*a*) Bicycles in trunks will be checked and included in weight of passenger's baggage.

(*b*) Bicycles not in trunks (lamps, cyclometers and tool bags to be removed) will be checked upon payment of charge in accordance with current tariff. Where wagon transfer is involved, they will be checked only to such transfer point. Bicycles, not in trunks, do not form any part of the free baggage allowance and the charge therefor is separate from and has no connection with the charge for excess baggage.

See also Rule 11.

TOBOGGANS AND SKIS.

Rule 7.—Toboggans with necessary attachments only, such as ropes and cushions, and skis, will be checked upon payment of charge in accordance with current tariff. These articles do not form any part of the free baggage allowance and the charge therefor is separate from and has no connection with the charge for excess baggage.

See also Rule 11.

DOGS.

Rule 8.—(*a*) Dogs not exceeding twenty-five dollars ($25) in value, when not intended for commercial purposes, exhibition, bench shows or field trials, and provided with securely fitting collar and chain or leash, all of sufficient strength, or in crates of sufficient strength, and if accompanied by owner or caretaker will be checked and transported in baggage cars on payment of charge in accordance with current tariff. Dogs properly crated or boxed may be checked through irrespective of wagon transfers en route, but dogs on chain or leash will not be checked beyond a transfer point where a wagon transfer is involved.

(*b*) Dogs must be chained immediately upon arrival at destination otherwise they may be disposed of at the carrier's discretion. Carriers do not assume obligation to feed or water dogs en route or to store or care for them at stations.

(*c*) When checked from stations where an agent is on duty, all charges must be prepaid.

(*d*) Dogs do not form any part of the free baggage allowance, and the charge therefor is separate from and has no connection with the charge for excess baggage.

(*e*) Any dog or crate of dogs exceeding twenty-five dollars ($25) in value or intended for commercial purposes, exhibition, bench shows, or field trials, will not be transported in baggage service.

(*f*) The carrier will not be responsible for any sum greater than twenty-five dollars ($25) for loss of or injury to any one dog on chain or leash or shipment of dogs in crate, whether caused by or resulting from negligence of the carrier, its servants or agents or otherwise howsoever.

RACING SHELLS AND RACING CANOES FOR REGATTAS.

Rule 9.—Racing shells or racing canoes for regattas when accompanied by persons in charge will be handled only in extra baggage cars on trains acceptable to the carriers and charged for in accordance with current tariff.

See also Rule 11.

CANOES.

Rule 10.—Canoes not exceeding eighteen (18) feet in length, when accompanied by sportsmen or campers, to specified territory, will be checked upon payment of charge in accordance with current tariff. Canoes do not form any part of the free baggage allowance and the charge therefor is separate from and has no connection with the charge for excess baggage.

See also Rule 11.

LIMITED LIABILITY.

Rule 11.—The carrier shall not be liable in respect of or consequent upon loss of or damage or delay to any receptacle, package or bundle containing any of the articles specified in Rules 5 (*a*) 6, 7, 9 and 10 of these regulations and the contents thereof or any of such articles not contained in a receptacle, package or bundle for any amount in excess of $5 whether such loss, damage or delay is caused by or results from the negligence of the carrier, its servants or agents or otherwise howsoever, which sum shall be deemed to be the value of any such receptacle, package or bundle or such article not so contained, unless a greater value is declared and extra charge paid at time of checking in accordance with the current tariff of the carrier.

MISCELLANEOUS ARTICLES.

Rule 12.—The following miscellaneous articles other than baggage will be checked and included in the weight of passengers' baggage, and carried at owner's risk, namely, tool chests, miners' and prospectors' packs, collapsible steamer chairs, (roped) invalid's chairs (when for use of an invalid travelling on same train), unloaded guns in leather or wooden cases, saddles in bags, surveyors' tools wrapped, except transits, levels, compasses and other similar instruments liable to injury; personal baggage in bundles, when properly wrapped in canvas or other strong material (paper wrapping excepted) and securely roped; golf, cricket, baseball or other club paraphernalia in closed receptacles, travellers' rugs, curling stones, snowshoes for personal use when properly tied together, sportsmen's and camper's outfits in dunnage bags or medium sized boxes with proper handles also tents and tent poles (not exceeding 15 feet in length), and fishing rods properly encased.

PUBLIC ENTERTAINMENT PARAPHERNALIA.

Rule 13.—(*a*) Property and scenery, domestic and trained animals except dogs on chain or leash, calcium light cylinders (consisting of one cylinder containing hydrogen gas and one cylinder containing oxygen gas) stereopticon outfits, moving picture machines (but not including moving picture films), musical instruments, tents and tent poles (not exceeding 15 feet in length), balloons securely wrapped and roped, and other paraphernalia of size and character convenient for safe handling in baggage cars, used in producing a theatrical performance, concert, lecture or other public entertainment indoors or out-of-doors, which may be loaded in ordinary baggage cars, will be transported in regular baggage service subject to the weight allowance shown in paragraph (*a*), Rule 17, and excess weight charged for at regular excess baggage rates, or in special baggage car (subject to special baggage car rules), at the convenience of the carrier, except that no article or animal weighing over 250 pounds will be accepted for transportation in a regular baggage service.

NOTE.—Trunks containing wearing apparel for use either on or off the stage are subject to the provisions of Rule 20.

(*b*) Advertising frames, window cards, and similar advertising matter, when enclosed in trunks, boxed or crated, carried by advance agents, will be checked and transported in baggage cars and included in weight of passengers' baggage.

(*c*) Tent poles (exceeding fifteen (15) feet in length), seats, merry-go-rounds, ferris wheels and similar wheels, or vehicles of any description unless knocked down, will not be handled in regular baggage service.

(*d*) Aeroplanes, airships, automobiles, motorcycles and other conveyances or machines propelled or operated by engines or motors will not be accepted for transportation in regular or special baggage car service.

(*e*) Explosives (including fireworks) and other dangerous articles such as gasolene, matches, moving picture films, etc., will not be transported in regular or special baggage service.

(*f*) Domestic and trained animals, weighing not more than two hundred and fifty (250) pounds each, used in producing a theatrical performance or other public entertainment will be checked and transported in baggage cars in regular baggage service or in special baggage cars, subject to special baggage car rules, at the convenience of the carrier, under the following conditions:

(1) They must be accompanied by owners or caretakers who have purchased proper transportation and who will provide proper facilities for loading and unloading wherever necessary.

(2) They must be properly presented for shipment, which shall be made at convenience of the carrier.

(3) If the animals are crated, charge shall be based on the actual weight with baggage allowance as shown in Rule 17.

(4) If not crated, the animals, except dogs on chain or leash, must either be weighed or a careful estimate made of the weight and charges made accordingly, minimum charge for uncrated animals to be $2. Dogs on chain or leash will be handled in accordance with Rule 8.

(5) Animals which may be dangerous, inconvenient or undesirable to transport in baggage cars in regular service, such as elephants, lions, etc., and those weighing more than two hundred and fifty (250) pounds will be handled only in special baggage cars, subject to special baggage car rules.

(6) The foregoing covers only animals which are used exclusively in performances on the stage, and is not to be construed as covering race horses, circuses or animals owned by individuals for private use, which must be either referred to the freight department, express company or handled under special circus contracts.

(*g*) In the case of baggage and other property carried in regular baggage service under this rule, the carrier shall not be liable for any claim in respect of or consequent upon loss of or damage to such baggage or property, except in the case of negligence of the carrier, its servants or agents, and in the case of such negligence, such liability shall not exceed the sum of $25 (which shall be deemed to be its value) for any one animal or crate of animals or musical instrument and the sum of $100 (which shall be deemed to be its value) for all the baggage and property of any one passenger, whether charged for as excess size or excess weight baggage or carried as free allowance, unless a greater value is declared and charges paid at time of checking in accordance with the carrier's current tariff.

(*h*) Special baggage cars may be obtained in accordance with the carrier's tariffs, for the conveyance of articles covered by this rule, and in that case the provisions as to charges for excess weight and as to maximum weight and size of articles carried in regular baggage service shall not apply.

(*i*) In the case of baggage and other property carried in special baggage cars under this rule, the carrier shall not be liable for any claim in respect of or consequent upon loss of or damage to such baggage or property except in the case of negligence of the carrier, its servants or agents, and in the case of such negligence, such liability shall not exceed the sum of $100 in respect of the baggage and property of each passenger whose baggage and property is being transported in such car or cars, which sum shall be deemed to be the value of such baggage and property, whether charged for as excess size or excess weight baggage or carried as free allowance, unless a greater value is declared and charges paid at the time of checking, as hereinafter provided.

(*j*) If a theatrical company or any member thereof, or other person engaging a special baggage car desires to declare a greater value than shown above on the whole

or any part of their effects, the shipping agent will collect amount due for such declared extra value, in accordance with the carrier's current tariff.

(*k*) The owner or his agent will so load such baggage and other property in a special baggage car as to prevent damage to or loss of such baggage or property in the ordinary course of transportation and will properly secure all doors and entrances to such car. The owner or his agent will also unload such baggage and property at destination with reasonable promptness and remove the same from the premises of the carrier immediately thereafter, otherwise the carrier may treat such baggage and property as unclaimed baggage subject to storage charges and animals may, at the option of the carrier, be sold, and out of the money arising from such sale the carrier may retain all reasonable charges and expenses of such detention and sale, paying over the surplus if any, of such money to the person or persons entitled thereto.

(*l*) The carrier assumes no liability for, loss or damage resulting from delay of baggage or property handled under this rule.

SPECIAL BAGGAGE CARS FOR EXCURSIONS.

Rule 14.—(*a*) When a special baggage car is furnished on excursion trains run for picnics and similar purposes, members of the party may be permitted to load in such car (without checking) baskets of provisions, baby carriages and other paraphernalia incidental to the occasion, and all such articles shall be considered to be in the exclusive care and custody of the owners and carried free, but only upon condition that the carrier shall not be responsible for any claims resulting from loss of or damage or delay to any such article, whether caused by or resulting from negligence of the carrier, its servants or agents, or otherwise, howsoever.

(*b*) When special baggage cars are furnished for military excursions members of the party may be permitted to load into such cars without checking camp equippage and other paraphernalia incidental to the occasion and all such articles shall be considered to be in the exclusive care and custody of the owners, and carried free, but only upon condition that the carrier shall not be responsible for any claims resulting from loss of or damage or delay to any such articles whether caused by or resulting from negligence of carrier, its servants or agents, or otherwise howsoever.

When a special baggage car or palace horse car is furnished for a military excursion, not more than twelve horses will be carried for any one excursion and then only at rates in accordance with carrier's current tariff.

When horses are carried in connection with military excursions, carrier shall not be liable for any claim in respect of loss of or injury to any such horses except in the case of negligence of the carrier, its servants or agents, resulting in a collision of the train on which such horses are carried or in the throwing of the car containing such horses from the track during transportation and in the case of such negligence such liability shall not exceed the sum of twenty-five dollars ($25) for the loss of or injury to any one horse; which amount shall be deemed to be the value of such horse unless a greater value is declared and charges paid at time of shipment in accordance with the carrier's current tariff.

CORPSES.

Rule 15. (*a*) A corpse will be transported in baggage service at rates in accordance with carrier's current tariff provided the corpse be accompanied on the same train by an adult holding proper transportation.

(*b*) A corpse will be accepted for transportation only on presentation of legal form of transit permit, properly filled out and signed, showing that the body has been prepared for shipment in accordance with the law.

(*c*) A corpse will not be checked beyond a station at which a wagon transfer is required, except where a special authority is given. The escort of the corpse will be required to make all arrangements for such transfer.

(*d*) When a corpse is checked to a non-agency station the carriers assume no responsibility for the care of the corpse at such destination.

(*e*) Each corpse box must have not less than six handles and be plainly marked, showing name of deceased, destination, route and to whom consigned.

(*f*) Escort will be required to present a separate ticket for his own transportation; contract and each coupon of the ticket to be marked "corpse escort.

Excess check form.....No....."

(*g*) Baggage of the deceased may be checked upon presentation of the corpse ticket in accordance with the regulations governing the transportation of baggage of a passenger.

(*h*) A corpse will not be accepted or transported if it be offensive or if fluids are escaping from the case, notwithstanding the presentation of permits or certificates.

(*i*) When a casket and dead body presented for shipment in baggage service weighs more than five hundred (500) pounds the excess weight will be charged for at current excess baggage rates.

(*j*) Two or more bodies may be transported with one person in charge.

EXPLOSIVES AND INFLAMMABLE ARTICLES.

Rule 16. (*a*) Explosives (including fireworks and other dangerous articles such as gasolene, matches, etc.), must be transported in baggage service.

(*b*) Passengers are cautioned against carrying dangerous articles such as matches, fireworks, gunpowder, cartridges, etc., in baggage. Section 286 of the Canadian Railway Act reads as follows: "No passenger shall carry, nor shall the company be required to carry upon its railway gunpowder, dynamite, nitroglycerine, or any other goods which are of a dangerous or explosive nature."

PERSONAL BAGGAGE ALLOWANCE.

Rule 17. (*a*) Subject to limitations as shown in Rules 19 and 20, one hundred and fifty (150) pounds of baggage, not exceeding one hundred dollars ($100) in value, will be checked without charge for each adult passenger, and seventy-five (75) pounds, not exceeding fifty dollars ($50) in value, for each child travelling on a half ticket.

(*b*) On "Around the World" tickets, subject to limitations shown in Rule 19, there will be checked without charge three hundred and fifty (350) pounds of baggage not exceeding one hundred dollars ($100) in value, for each adult passenger, and one hundred and seventy-five (175) pounds, not exceeding fifty dollars ($50) in value for each child travelling on a half ticket.

To secure above allowance, where passengers are en route to Trans-Atlantic or Trans-Pacific points, they must present, at time of checking, a through railroad ticket reading up to the Atlantic or Pacific coast port (as the case may be) and an order or ticket covering steamship transportation beyond, provided both the railroad ticket and the steamship order or ticket are stamped "Around the World." Where passengers, however, are returning to original starting point in the United States or Canada, only the presentation of railroad ticket from port of entry to destination (stamped "Around the World") will be required.

(*c*) On Trans-Pacific tickets (*i.e.* tickets reading to or from Trans-Pacific points and stamped "Trans-Pacific") subject to limitations shown in Rule 19, there will be checked without charge three hundred and fifty (350) pounds of baggage, not exceeding one hundred dollars ($100) in value for each adult passenger, and one hundred and seventy-five (175) pounds, not exceeding fifty dollars ($50) in value for each child travelling on a half ticket.

To secure the above allowance, where passengers holding such tickets are en route to Trans-Pacific points, they must present, at time of checking a through railroad ticket reading up to the Pacific coast port and an order or ticket covering steamship transportation beyond, provided both the railroad ticket and the steamship order or ticket are stamped "Trans-Pacific," "Coin Trans-Pacific," or "Domestic Trans-Pacific." Where passengers, however, are en route from Trans-Pacific points, only the presentation of railroad ticket from Pacific coast port to destination or to Atlantic port (stamped "Trans-Pacific") will be required.

(*d*) Articles specified in Rule 12 shall be included in the weight of passengers' baggage.

COMMERCIAL TRAVELLERS' BAGGAGE ALLOWANCE AND LIABILITY.

Rule 18. (*a*) Subject to limitations as shown in Rules 19 and 20, three hundred (300) pounds of sample and personal baggage will be checked free between points in Canada only, and then only on presentation of current year's Canadian commercial travellers' transportation privilege certificate (on which baggage privileges must be endorsed), together with commercial travellers' passage ticket, which must bear corresponding number. Unless otherwise specifically authorized by tariff, no special allowance beyond one hundred and fifty (150) pounds per ticket will be made commercial travellers presenting excursion, summer, tourist, convention or second-class tickets issued to the public, even though commercial travellers' certificate is presented with such ticket. A free allowance of not more than one hundred and fifty (150) pounds of sample and personal baggage will be granted any commercial traveller who is not a member of a recognized Canadian commercial travellers' association. Baggage must be checked only to destination (except where stop-over is allowed, or as per clause (*b*) of this rule), and via same route as passage ticket, and must be weighed each time checked. Only one ticket will be honoured in checking any one lot of sample baggage, except that when a commercial traveller is accompanied by an assistant who is solely in his employ, or that of the firm he represents, the authorized free allowance may be granted on each ticket.

(*b*) Commercial travellers presenting week-end tickets may have usual allowance of three hundred (300) pounds of sample baggage, and personal baggage checked free on going or return journey either to destination of ticket, or to an intermediate point, provided such point is on direct route of ticket.

(*c*) In consideration of special concessions granted to commercial travellers, the carrier will not be liable for any claim in respect of or consequent upon any loss of or damage or delay to any sample baggage or personal baggage transported for a commercial traveller as such whether the same is charged for as excess baggage or carried as free allowance.

LIMIT OF WEIGHT.

Rule 19. No single piece of baggage or other article of any class weighing more than 250 pounds (except immigrant baggage, checked at port of landing) will be accepted for transportation in regular baggage service.

EXCESS SIZE.

Rule 20. (*a*) For any piece of baggage or other article transported in regular baggage service any dimension of which exceeds forty-five (45) inches, there will be a charge for each inch in excess of forty-five (45) inches for each such dimension equal to the charge for five (5) pounds of excess weight, measurements to include gable or dome-shaped ends or similar protuberances.

(*b*) Any piece of baggage or other article, the greatest dimension of which exceeds seventy-two (72) inches will not be transported in regular baggage service.

(*c*) Exceptions: This rule will not apply to the following:—

(1) Baby carriages.

(2) Bicycles not in trunks.

(3) Toboggans and skis.

(4) Canoes.

(5) Steamer and invalids' chairs.

(6) Guns.

(7) Surveyors' tripods.

(8) Club paraphernalia.

(9) Tent poles.

(10) Trans-Pacific and Around the World baggage, when checked between points in Canada.

(11) Immigrant baggage checked at port of landing.

(12) Whips in flexible cases not exceeding ninety (90) inches in length, or twelve (12) inches in diameter at the base, or one hundred (100) pounds in weight.

(13) Public entertainment paraphernalia, except trunks containing wearing apparel for use on or off the stage.

(14) Fishing rods, properly encased.

EXCESS WEIGHT.

Rule 21. (*a*) Baggage or any other articles specified in Rule 12 weighing more than the free allowance will be charged for in accordance with carrier's current tariff.

(*b*) Charges for excess weight should be prepaid.

METHOD OF COMPUTING CHARGE FOR EXCESS WEIGHT, EXCESS SIZE AND MINIMUM CHARGE.

Rule 22. Should a single lot of baggage be of excess weight or excess size, or both, the total charge will be computed by adding 5 pounds per inch of excess size to the number of pounds of excess weight and multiply the total number of pounds so computed by the excess baggage rate per hundred.

The following illustrates the method of computation:—

(1) If a trunk is 47 inches long (and there is no excess weight) the extra charge would be computed on basis of 2 inches (10 pounds).

(2) If a trunk is 47 inches wide and 49 inches long (and there is no excess weight) the extra charge would be computed on basis of 6 inches (30 pounds), since two of the dimensions exceed 45 inches.

(3) If a trunk is 47 inches high, 48 inches wide and 49 inches long (and there is no excess weight) the extra charge would be computed on the basis of 9 inches (45) pounds as in that case three of the dimensions exceed 45 inches.

(4) If a trunk is 47 inches high, 48 inches wide and 49 inches long and there is 100 pounds excess weight, the extra charge would be computed on the basis of 9 inches (45 pounds for excess dimensions) and 100 pounds for excess weight, total 145 pounds.

The minimum collection for any shipment of excess baggage, either of excess weight or excess size or both, will be 25 cents.

No charge will be made for a fraction of an inch.

Charge for excess size must be made regardless of the number of tickets presented.

STORAGE.

Rule 23.—(*a*) Storage will be charged in accordance with current tariff on each piece of baggage or other articles carried in regular baggage service, either inbound or outbound, checked, or not checked, remaining at stations or wharves over twenty-four hours.

EXCEPTIONS.—(1) Baggage and other articles will be held free when received at any hour Saturday and claimed before same hour Monday following, or when received at any hour Sunday; and claimed before midnight Monday following. If not claimed within the time specified, storage will commence 24 hours after receipt of the baggage or other article. Dominion holidays will be treated same as Sundays. When a Dominion holiday falls on Saturday or Monday, or is observed on either of those days, the Sunday and the Dominion holiday combined will be treated the same as Sunday. No deduction will be made for Sundays or Dominion holidays after storage has begun.

(2) Sample baggage of commercial travellers holding current year's commercial travellers' transportation privilege certificates, arriving at stations in Canada after 1.00 P.M. Fridays, will be stored free of charge until midnight the Monday following.

(3) Storage charges will be waived on baggage belonging to Trans-Pacific and Around the World passengers while en route through Canada.

(*b*) On any such baggage or other articles delivered at stations or wharves under claim or identification checks which is reclaimed and not checked out, or for which valid transportation is not produced showing that the owner is a passenger, storage will be charged at rate as per current tariff, without any free time allowance.

(*c*) Such baggage or other articles in bond will be subject to storage charges when checked to and bonded on a station at which a customs officer is regularly on duty at train time. Such baggage and other articles in bond under other circumstances will not be subject to storage charges.

(*d*) After the expiration of 24 hours from the receipt of such baggage or articles in storage, the carrier shall be liable as a warehouseman only.

LOST DUPLICATE CHECKS.

Rule 24.—If passenger loses a duplicate baggage or parcel room check and can identify himself or herself to the satisfaction of the carrier as the owner of such baggage or article, it will be delivered on payment of charge in accordance with current tariff for lost duplicate check and on signing a lost duplicate check receipt. On return of lost check to carrier making collections amount collected will be refunded.

IDENTIFICATION CLAIM CHECKS.

Rule 25.—All baggage or other articles delivered at stations or wharves and not immediately checked to destination should bear a claim check or the baggagemen must be requested to issue an identification claim check when the baggage or other articles are received, otherwise no responsibility will be assumed by the carriers for such baggage or other articles left on their premises.

GENERAL RULES.

Rule 26.—(*a*) Any articles not specified in the foregoing rules shall not be carried in regular baggage service.

(*b*) Passengers should make memorandum of their baggage check numbers.

(*c*) In the case of baggage or other articles checked upon a through ticket at any point in Canada over any railway or railways subject to the legislative jurisdiction of the Parliament of Canada, other than the Intercolonial Railway and the National Transcontinental, the carrier checking such baggage or other articles, in addition to its other liability under these regulations, shall be liable to the extent provided for by these regulations for any loss, damage or injury to such baggage or other articles caused by or resulting from the act, neglect, or default of the connecting or other

carrier to which such baggage or other articles may be delivered in Canada, and from which the connecting or other carrier is not by these regulations or otherwise, by law relieved, and the carrier so checking the baggage or other articles shall be entitled to recover from the connecting or other carrier on whose line the loss, damage or injury shall have been sustained the amount of such loss, damage or injury as it (the checking carrier) may be required to pay under this regulation, as may be evidenced by any receipt, judgment or transcript thereof, and except as provided by this regulation the liability of the carriers for loss of or damage or delay to baggage or other articles checked to points beyond their lines shall cease as soon as such baggage or article is delivered to the next connecting carrier.

(*d*) In case of non-delivery of baggage or other articles checked, notice must be given in writing to the carrier at destination within twenty (20) days after arrival of passenger thereat. In case of damage or delay to baggage or other articles checked, or loss of any of the contents from a receptacle, such notice must be given within twenty (20) days after delivery of such baggage, article or receptacle, otherwise the carrier shall not be liable.

(*e*) Baggage and other articles carried under these regulations from Canadian to United States points and vice versa, must be examined by customs officer, or they will be held at the border. Passengers should attend to this personally.

(*f*) When any baggage or article is checked to a flag station it must be claimed by presenting duplicate check to train conductor or baggagemen; otherwise baggage will be forwarded to first station beyond where an agent is on duty and must be claimed at that station.

(*g*) All baggage and articles left unclaimed in baggage rooms for twelve months may be sold by public auction.

GENERAL ORDER No. 152.

IN THE Matter of the application of the Toronto Board of Trade for an Order disallowing the following schedules to apply on carload shipments of vegetables when loaded in refrigerator cars, namely, Supplement No. 5 to Grand Trunk Railway Tariff C.R.C. No. E-2859, Supplement No. 15 to Canadian Pacific Railway Tariff C.R.C. No. E-2715, and Supplement No. 2 to Canadian Northern Railway Tariff C.R.C. No. E-386. File 18855.8.

UPON the hearing of the matter at the sittings of the Board held in Ottawa, January 19, 1915, and the reading of what has been filed, and the report of the Chief Traffic Officer of the Board—

IT IS ORDERED that the railway companies which supply refrigerator cars, at the request of the shippers, for the carriage of vegetables in carload lots, may publish and file tariffs providing for the following maximum tolls for the use of the said refrigerator cars, to be charged in addition to the tolls published and filed for the same movements in ordinary box cars, namely:—

For any distance not exceeding 300 miles, $3 per trip.
For any distance over 300 miles but not exceeding 500 miles, $5 per trip.
For any distance over 500 miles but not exceeding 750 miles, $6 per trip.
For any distance over 750 miles but not exceeding 1,000 miles, $7.50 per trip.
For any distance over 1,000 miles, $10 per trip.

PROVIDED that the maximum toll between any two points both of which are east of the Detroit and St. Clair rivers, the Georgian Bay and Sudbury, Ont., including Sudbury, also between any two points both of which are west of Port Arthur, inclusive, do not exceed $7.50 per trip.

AND IT IS FURTHER ORDERED that any existing schedules in conflict with this order be, and they are hereby, disallowed.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, November 2, 1915.

GENERAL ORDER No. 153.

In the matter of Section 321 of the Railway Act and of the Orders of the Board dated March 3, 1904, and January 18, 1909.

File No. 25639.

It is ordered as follows, namely:—

1. That any proposed new issue of the Canadian Freight Classification, or any proposed Supplement to the issue then current, be submitted in printed proof form for the approval of the Board before it be made effective.

2. That should such proposed new issue or Supplement remove any goods from a lower to a higher class, or in any way increase the amount to be paid for carriage, notice of the submission thereof be published in the two next succeeding issues of the *Canada Gazette* in the following form:—

> Notice is hereby given that the Canadian Freight Association did on the..... day of..... 19..... submit to the Board of Railway Commissioners for Canada, for its approval, Canadian Freight Classification No..... (or Supplement No..... to Canadian Freight Classification No.....).

3. That the said proof show and include:—

(*a*) Under the heading of "Additions," articles not previously classified and the proposed ratings therefor, also new rules or regulations which it is proposed to add to the Classification.

(*b*) Under the heading of "Changes," proposed increased or reduced ratings, or changes in the existing rules or regulations, and in a parallel column those previously approved by the Board.

4. That the application to the Board be accompanied by:—

(*a*) Three copies of the said proof.

(*b*) The reasons, fully stated in manuscript for proposed changes involving increased transportation charges.

Publication in the *Canada Gazette*.

5. That at the same time one copy of the said proof, also of the said notice for publication, be furnished to the following bodies, with the request that fully explained objections, if any, to proposed changes involving increased transportation charges be filed with the Board of Railway Commissioners within thirty days from the receipt of the said proof and notice: The Canadian Manufacturers' Association, the Ontario Grocers' Guild, The Fruit Growers' Association of Ontario, The Montreal Chamber of Commerce, The Boards of Trade of Belleville, Ont., Berlin, Ont., Brantford, Ont., Brandon, Man., Brockville, Ont., Calgary, Alta., Chatham, Ont., Collingwood, Ont., Cornwall, Ont., Edmonton, Alta., Fort William, Ont., Fredericton, N.B., Galt, Ont., Guelph, Ont., Halifax, N.S., Hamilton, Ont., Kenora, Ont., Kingston, Ont., Lethbridge, Alta., London, Ont., Medicine Hat, Alta., Montreal, Que., Nelson, B.C., Ottawa, Ont., Owen Sound, Ont., Peterboro', Ont., Port Arthur, Ont., Prince Albert, Sask., Preston, Ont., Prince Rupert, B.C., Quebec, Que., Regina, Sask., St. Catharines, Ont., St.

Hyacinthe, Que., St. John, N.B., St. Thomas, Ont., Sarnia, Ont., Saskatoon, Sask., Sherbrooke, Que., Stratford, Ont., Three Rivers, Que., Toronto, Ont., Valleyfield, Que., Vancouver, B.C., Victoria, B.C., Waterloo, Ont., Windsor, Ont., Winnipeg, Man., Woodstock, Ont, also to the railway companies which are not members of the Canadian Freight Association.

H. L. DRAYTON,
Chief Commissioner.
Board of Railway Commissioners for Canada.

OTTAWA, November 4, 1915.

GENERAL ORDER No. 154.

In the matter of the application of C. Richardson & Company, of St. Mary's, Ont., hereinafter called the "Applicant", for a reduction in the classification of cream pasteurizers, in less than carload lots. File No. 26429.

Upon reading what is filed in support of the application and on behalf of the Canadian Freight Association; and upon the report and recommendation of the Traffic Officer of the Board:—

It is ordered:

That, pending a revision of the present Canadian Freight Classification, railway companies subject to the jurisdiction of the Board be, and they are hereby directed forthwith to publish and file commodity tariffs, to apply between all points in Canada, covering the following, namely:—

Cream or milk, ærators, agitators, coolers, forewarmers, heaters, pasteurizers, separate or combined.....L.C.L.
Loose or on skids.....1½
In boxes or crates.....1

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, November 10, 1915.

GENERAL ORDER No. 155.

In the matter of the General Order of the Board No. 147, dated July 29, 1915, granting permission to the railway companies subject to, the jurisdiction of the Board to charge and collect a toll not exceeding 75 cents for cleansing and (or) disinfecting any car in which livestock has been carried when the said work is done by the railway companies; and that the said toll may lawfully be an addition to the charges, as published in the tariffs of the companies, for transportation of the livestock unloaded from the said cars.

File No. 26059.

Upon its appearing that there is some misunderstanding as to the scope of the Order as embodied in the tariffs filed; and that some of the railway companies at least, are of opinion that the Order authorized a charge for cleaning as distinct from disinfecting,—

It is ordered that the railway companies subject to the jurisdiction of the Board, publish and file amended tariffs showing a toll not exceeding 75 cents for cleaning and

disinfecting, or disinfecting, any car in which livestock has been carried when the said work is done by the railway companies; the said tariffs to carry a notation that the charge is to apply when, on account of Federal, provincial or municipal regulations, it is necessary to do the work in question.

(Sgd.) D'ARCY SCOTT,
Asst. Chief Commissioner,
Board of Railway Commissioners for Canada.

Ottawa, November 15, 1915.

GENERAL ORDER No. 156.

In the matter of the proposal that the profiles of railway companies subject to the jurisdiction of the Board whose lines commence, terminate, or intersect with any of the lines listed in the work entitled: "Altitudes in Canada," hereinafter referred to as "Altitudes," edited by James White, Assistant to the Chairman and Deputy Head of the Commission of Conservation, including the lines of the said companies which touch tidewater, be based upon mean sea level as provided in Altitudes.
File No. 26625.

Upon reading what is filed on behalf of the Canadian Pacific, Canadian Northern, Grand Trunk Pacific, and Grand Trunk Railway Companies, the said Companies consenting to the proposal, and the report and recommendation of the Chief Engineer of the Board:—

It is ordered:

That, on or before the 1st day of February, 1916, all railways of companies subject to the jurisdiction of the Board, which commence, terminate, or intersect any of the lines listed in Altitudes, as well as those which touch tidewater, be based upon mean sea level as provided in Altitudes.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

Ottawa, January 18, 1916.

GENERAL ORDER No. 157.

In the matter of the proposal that the profiles of railway companies subject to the jurisdiction of the Board, whose lines commence at, terminate at, or intersect with, any of the lines listed in the work entitled "Altitudes in Canada," hereinafter referred to as "Altitudes," edited by James White, assistant to the chairman and Deputy Head of the Commission of Conservation, including the lines of the said companies which touch tidewater, be based upon mean sea level as provided in Altitudes.
File No. 26625.

Upon reading what is filed on behalf of the Canadian Pacific, Canadian Northern, Grand Trunk Pacific, and Grand Trunk Railway companies, the said companies consenting to the proposal, and the report and recommendation of the Chief Engineer of the Board:—

It is ordered:

1. That, on and after the 1st day of February, 1916, all profiles submitted by railway companies subject to the jurisdiction of the Board, which commence at, terminate

at, or intersect with any of the lines listed in Altitudes, as well as those which touch tidewater and are not listed, be based upon mean sea level, as provided in Altitudes.

2. That the General Order of the Board No. 156, dated January 18, 1916, made herein, be rescinded.

(Sgd.) H. L. DRAYTON,
Chief Commissioner.
Board of Railway Commissioners for Canada.

OTTAWA, January 31, 1916.

GENERAL ORDER No. 158.

In the matter of sections 321 and 348 of the Railway Act, and Express Classification for Canada.
File No. 25639.

Upon the recommendation of the Chief Traffic Officer of the Board—

It is ordered that the provisions of the General Order of the Board, No. 153, dated November 4, 1915, applicable to the Canadian Freight Classification and any proposed new issue of or supplement thereto, and to the Canadian Freight Association, shall apply to the Express Classification for Canada and to the Express Association of Canada, in so far as the provisions of the said General Order can be made applicable.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, February 15, 1916.

GENERAL ORDER No. 159.

In the matter of the application of the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen for an order prohibiting the railway companies subject to the jurisdiction of the Board from placing and leaving cars on main tracks at any point (in yards or otherwise) on any railway during the hours of darkness, without lights placed upon such cars.
File No. 4135·21.

Upon reading what is filed in support of the application and on behalf of the railway companies, and the report and recommendation of the Chief Operating Officer of the Board—

It is ordered that the following be added to Rule 93 of the train rules designated as the Uniform Code for Canadian Railways, approved by the order of the Board, No. 7563, dated July 12, 1909, namely:—

> By night or in foggy or stormy weather proper lights must be placed on cars or engines obstructing main tracks within yard limits.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, February 18, 1916.

GENERAL ORDER No. 160

In the matter of the General Order of the Board No. 95, dated November 2, 1912, requiring railway companies, subject to the jurisdiction of the Board, to file copies of any embargo issued against any traffic; and in the matter of the application of the Canadian Northern Railway Company for a ruling as to whether embargo notices given to shippers on its lines as a result of an embargo placed on joint traffic by a connecting carrier should be reported to the Board.

File No. 19801.

Upon reading what is filed, and the report of the Chief Operating Officer of the Board—

It is ordered:—

That railway companies subject to the jurisdiction of the Board be, and they are hereby, directed to report to the Board, embargoes of any kind, within the time and as provided by the said General Order No. 95, whether such embargoes are placed by companies subject to the jurisdiction of the Board, or by any carrier having connections with them.

And it is further ordered:—

That every such railway company report to the Board by telegram, with all possible despatch, all accidents, failures, and obstructions on or to the railway, or to engines or rolling stock or other facilities, as a result of which the usual railway operations in any district or at any point will be delayed or impeded for a longer period than 24 hours; the nature of the occurrence creating such a situation; the steps taken to remedy it, and the time necessary to restore the railway sufficient for the requirements of ordinary and regular traffic.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, February 24, 1916.

GENERAL ORDER No. 161.

In the matter of the complaint of the Brotherhood of Locomotive Engineers alleging that the Canadian Pacific and Canadian Northern Railway Companies have wilfully violated the flagging rules in force on their respective systems in the operation of trains in Western Canada; and applying for the adoption of certain regulations by the Board, having in view the protection of employees of the railway companies subject to the jurisdiction of the Board.

File No. 4135.25.

Upon reading the communications and submissions filed on behalf of certain of the railway companies interested and the complainants, and the report and recommendation of the Chief Engineer and the Chief Operating Officer of the Board, after a conference between the Board's officers and representatives of the Grand Trunk, Grand Trunk Pacific, Canadian Pacific, Canadian Northern, and Toronto, Hamilton and Buffalo Railway companies, the Michigan Central Railroad company, the complainants, the Brotherhood of Locomotive Firemen and Enginemen, the Brotherhood of Railroad Trainmen, the order of Railroad Conductors, the order of Railway Telegraphers, and the International Brotherhood of Maintenance of Way Employees, held in the City of Toronto on the 4th day of August, 1915, upon notice to the parties in interest, and in pursuance of the powers conferred upon it under sections 26, 30, 268 and 269 of the Railway Act, and of all other powers possessed by the Board under the said Act—

It is Ordered:—

That the following regulations for the Uniform Maintenance of Way Flagging Rules for Impassable Track, to become effective March 1, 1916, be, and they are hereby, prescribed for the observance of every railway company within the legislative authority of the Parliament of Canada:—

RULES.

1. When the track is found to be impassable due to any obstruction or defect, or before undertaking any work which will render it impassable, trackmen, bridgemen, or other employees of the company shall protect the same as follows:—

2. On all mountain subdivisions—

By day, place a red flag supported on two staffs, with flag drawn out between them, at right angles to the track and five feet above rail level; and in addition, by night, a red light on the same side of the track as the engineer of an approaching train, at a point 600 feet, in both directions, from the defective or working points, with two torpedoes placed on the rail, opposite each other, so as to cause but one explosion, 150 feet in advance of the red signal. Such red signal shall be changed to green and the torpedoes removed as soon as the work will permit; and the said green signal shall be displayed until other protection signals are withdrawn; and send out a flagman in each direction with stop signals at least—

1,500 feet in daytime, if there is no down grade towards the obstruction within one mile, and there is a clear view of 6,000 feet from an approaching train.

3,600 feet at other times and places, if there is no down grade towards the obstruction within one mile.

5,400 feet if there is a down grade towards the obstruction within one mile.

The flagman must, after going the required distance from the obstruction to insure full protection, take up a position where there will be an unobstructed view of him from an approaching train, if possible, 1,500 feet, first placing two torpedoes on the rail (not more than 200 or less than 100 feet apart), on the same side as the engineer of an approaching train, 300 feet beyond such position. The flagman must display a red flag by day and a red light by night, and remain in such position until recalled or relieved.

3. On all main lines and on the portions of branch lines over which main line traffic is handled—

Send out a flagman in each direction with stop signals at least—1,500 feet in daytime, if there is no down grade towards the obstruction within one mile, and there is a clear view of 6,000 feet from an approaching train.

3,600 feet at other times and places, if there is no down grade towards the obstruction within one mile.

5,400 feet if there is a down grade towards the obstruction within one mile.

The flagman must, after going the required distance from the obstruction to insure full protection, take up a position where there will be an unobstructed view of him from approaching train of, if possible, 1,500 feet, first placing two torpedoes on the rail (not more than 200 or less than 100 feet apart) on the same side as the engineer of an approaching train, 300 feet beyond such position. The flagman must display a red flag by day and a red light by night, and remain in such position until recalled or relieved.

4. On all other branch lines—

(*a*) A flagman must be sent out in each direction, who shall place a red flag supported on two staffs, with flag drawn out between them, at right angles to the track and five feet above rail level; and in addition a red light by night, on the same side of the track as the engineer of an approaching train, at a point 600 feet from the defective or working point, with two torpedoes placed on the rail opposite each other, so as to cause but one explosion 150 feet in advance of the red signal. Such

red signal shall be changed to green and the torpedoes removed as soon as the work will permit, and the said green signal shall be displayed until other protection signals are withdrawn; and provide further protection as follows:—

(*b*) By day, place a flag supported on two staffs, with flag drawn out between them, at right angles to the track and five feet above rail level; and in addition a red light by night, on the same side of the track as the engineer of an approaching train, so that it will be clearly in his view at least:—

3,600 feet from the defective or working point, if there is no down grade towards the obstruction.

5,400 feet if there is a down grade within one mile of the obstruction, or as much further as may be necessary to insure full protection.

(*c*) Place two torpedoes (not more than 200 feet or less than 100 feet apart) on the rail on the same side as the engineer of an approaching train, 300 feet in advance of the red signal.

5. Trains stopped by flagman, as per Rule 2, shall be governed by his instructions and proceed to the working point signal and there be governed by signal or instructions of the foreman in charge, unless in the meantime stop signal has been removed and proceed signal displayed.

6. Trains stopped by flagman, as per Rule 3, shall be governed by his instructions and proceed to the working point, and there be governed by signal or instructions of the foreman in charge.

7. Trains stopped by flagman, as per Rule 4, shall replace the torpedoes exploded and proceed to the working point signal, and from there shall be governed by the signal or instructions of the foreman in charge, unless in the meantime stop signal has been taken down and proceed signal displayed.

8. In the event of train order protection being provided yellow flags by day and, in addition, yellow lights by night may be used as markers without torpedoes on the rail placed 3,600 feet from the defective or working point, and in addition red signals, in both directions, 600 feet from the defective or working point.

9. When weather or other conditions obscure day signals, night signals must be used in addition.

And it is further ordered:—

That the foregoing rules be printed in the working time tables of the said railway companies for the guidance of enginemen and trainmen.

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, February 23, 1916.

GENERAL ORDER No. 162.

In the matter of the application of the Canadian Pacific Railway Company for approval of the conditions on its telegraph form;

And in the matter of the order of the Board, No. 12745, dated January 9, 1911, temporarily approving the forms of contract used by the Canadian Pacific Railway Company's telegraphs, the Great Northwestern Telegraph company of Canada, the Canadian Northern Telegraph company, the Northern American Telegraph company, the Western Union Telegraph company, the Anglo-American Telegraph company, the White Pass and Yukon route, the Marconi Wireless Telegraph company and the Grand Trunk Pacific Telegraph company, and other companies subject to the jurisdiction of the Board.

File No. 13622.

Upon hearing the parties concerned at the sittings of the Board, held in Ottawa on April 20 and November 15, 1910, and considering what was submitted in writing

(this matter having been allowed to remain in abeyance till the investigation into telegraph rates was concluded)—

It is ordered that the conditions on the telegraph forms used by telegraph companies subject to the jurisdiction of the Board on which messages to be transmitted are to be written, be, and they are hereby, approved, as follows, namely:—

"It is agreed between the sender of the message on the face of this form and this company that said company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing beyond the amount received for sending the same.

"To guard against errors, the company will repeat back any telegram for an extra payment of one-half the regular rate, and, in that case, the company shall be liable for damages suffered by the sender to an extent not exceeding $200, due to the negligence of the company in the transmission or delivery of the telegram.

"Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent for any distance not exceeding 1,000 miles, and two per cent for any greater distance.

"This company shall not be liable for the act or omission of any other company, but will endeavour to forward the telegram by any other telegraph company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the company's messengers he acts for that purpose as the sender's agent; if by telephone, the person receiving the message acts therein as agent of the sender being authorized to assent to these conditions for the sender. This company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

"No employee of the company shall vary the foregoing."

(Sgd.) H. L. DRAYTON,
Chief Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, March 30, 1916.

GENERAL ORDER No. 163.

In the matter of the consideration by the Board of the applications of the telegraph companies for approval of their tariffs of tolls within the territory west of Sudbury, Ontario, and between points east of Sudbury and points west thereof in both directions; and of the applications of the Winnipeg Board of Trade and the Winnipeg Grain Exchange that the said tolls into and out of the city of Winnipeg be not approved.

File No. 10041.2.

Upon hearing the matter at various sittings of the Board held in the presence of Counsel for and representatives of the telegraph companies affected, the Dominion Government, the Winnipeg Grain Exchange, the Boards of Trade of Winnipeg,

Brandon, Regina, Vancouver, Victoria, Nelson, Saskatoon, Edmonton, Toronto, and Montreal, the Associated Board of Trade of Western Canada, and the Canadian Manufacturers' Association, the evidence adduced, and what was alleged, judgment, dated March 28, 1916, was delivered by Mr. Commissioner McLean and concurred in by the other members of the Board, a certified copy of the said judgment being attached hereto marked "A."

It is ordered that the terms of the judgment, which is hereby made part of this Order, and the tariff changes therein directed to be made, be complied with and become effective not later than the 1st day of July, 1916.

(Sgd.) H. L. DRAYTON,
Chief-Commissioner,
Board of Railway Commissioners for Canada.

OTTAWA, March 31, 1916.

CIRCULAR No. 142.

April 17, 1915.

File 22223. Hand Rails and Foot Rests on Cabs and Tenders of Locomotives.

At a preliminary conference held in Ottawa on Thursday, April 8 last, between representatives of the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the principal railways, and the Operating Department of the Board, the question of hand rails on cabs of locomotives and foot rests around same at the same elevation as the running boards was discussed, but no agreement was reached, and I am now directed to inform you that at the sittings of the Board to be held in Ottawa on Tuesday May 4 next, commencing at ten o'clock in the forenoon, the Board will consider the representation of all parties interested in the matter of requiring hand rails to be placed on cabs of locomotives and foot rests around same at the same elevation as the running board; also hand rails on tenders of certain types of locomotives.

By order of the Board.

A. D. CARTWRIGHT,
Secretary.

SUPPLEMENT No. 1 TO CIRCULAR No. 142.

July 6, 1915.

File 22223. Hand Rails and Foot Rests on Cabs and Tenders of Locomotives.

This matter was considered by the Board at its sitting in Ottawa, on May 4 last, when judgment was reserved.

I am now directed by the Board to state that railway companies within its jurisdiction are required, within thirty days of the receipt of this Circular, to show cause why an Order should not issue directing that hand rails and small foot rests be placed on the outside of cabs of locomotives, also a railing on the tender to prevent men from slipping off when they are passing over the tender or when the locomotive is taking coal or water, such appliances to be provided on all steam locomotives not later than [illegible] 1917.

By Order of the Board.

A. D. CARTWRIGHT,
Secretary.

SESSIONAL PAPER No. 20c

CIRCULAR No. 143.

July 8, 1915.

To Electric Power Transmission Lines.

Re insulators on high tension electric power transmission lines at railway crossings.

You are hereby directed to file with the Board on or before August 7, 1915, reasons, if any, why the following Order should not go into effect on that date:—

All the insulators at wire crossings which are operated at a potential of 10,000 volts, or over, are to be renewed, or tested, and reported upon on or before November 1, 1915, and until further notice at least once annually, thereafter.

The following information will be required in the form of a report upon each crossing:—

1. State the location of the crossing.
2. State the operating voltage between:
   (*a*) (1) Conductor.....volts. (2) Conductors and ground volts.
   (*b*) " " " "
   (*c*) " " " "
3. State the number of insulators (complete units).
   (*a*) Type.. .. .. No.
   (*b*) " .. .. "
   (*c*) " .. .. "
4. When and where were the insulators last tested?
   (*a*) Date.. .. .. Place.. .. ..
   (*b*) " .. .. " .. ..
   (*c*) " .. .. " .. ..
   (*d*) " .. .. " .. ..
   (*e*) " .. .. " .. ..
5. To what tests were they subjected?
   (*a*)
   (*b*)
   (*c*)
   (*d*)
   (*e*)

Signature.. .. ..

Head Office.. .. ..

Date.. .. ..

By Order of the Board.

A. D. CARTWRIGHT,
Secretary.

CIRCULAR No. 144.

September 29, 1915.

File No. 22879. Notification to Shippers of non-delivery of freight.

I am directed by the Board to request that railway companies subject to its jurisdiction advise what is the practice or rule followed by them in regard to notifying shippers of the refusal, or non-delivery, of freight at destination.

By Order of the Board

A. D. CARTWRIGHT,
Secretary.

CIRCULAR No. 145.

January 10, 1916.

File No. 16291. Standardization of height of passenger car steps and of the elevation of station platforms.

I am directed by the Board to ask that railway companies subject to its jurisdiction show cause, in writing, within thirty days of the receipt of this circular, why they should not be required to provide a standard elevation of five inches above the top of the rail for station platforms hereafter constructed or repaired, also that on equipment hereafter constructed or repaired a standard elevation of fourteen inches from the top of the rail to the tread of the lowest step should not be adopted.

By Order of the Board.

A. D. CARTWRIGHT,
Secretary.

CIRCULAR No. 146.

January 20, 1916.

Re Plans.

I am directed by the Board to call your attention to the fact that from time to time the Registrars in the Land Titles Offices throughout the Dominion have requested the Board to require all plans for filing in the Registry Office to be made on tracing linen, or if they be prints, that they should be made on cloth. Hereafter the Board will require from the railway companies that the copy of any plan for filing in the Registry Offices throughout the Dominion, shall be on tracing linen or on cloth, and asks that the companies govern themselves accordingly.

By order of the Board.

A. D. CARTWRIGHT,
Secretary.

CIRCULAR No. 147.

OTTAWA, January 26, 1916.

File 4741-F, Part 4—Re Fire Reports.

I am directed to advise you that the Board has under consideration the advisability of revising Circular No. 133, dated May 5, 1914. Under this circular, railway companies are required to submit monthly, in duplicate, reports on fires originating within 300 feet of the track and burning over an area of 100 square feet or more outside the right of way, in territory classified as forest sections.

It is now proposed that the requirements shall be extended to cover the submission of such reports as to all fires *occurring* within 300 feet of the track, regardless of size, with the exception of fires purposely set by railway employees, and which do not escape from the right of way.

As to fires which originate more than 300 feet from the track, it is proposed that complete information be not required, but that any available information be shown on the report form, supplemented by the notation "Burned in from the outside."

In this general connection, the following points have been raised.

1. The proposed added requirement is that reports be submitted covering all incipient fires, as well as available information as to fires burning in from outside the 300-foot strip on either side of the track. On a large percentage of the railway mileage subject to the Board's jurisdiction, such reports are now submitted by the

employees of the respective companies, and the submission of these reports to the Board would presumably not involve any very material additional trouble or expense.

2. A record of incipient fires extinguished can only be to the credit of the respective railways. In many cases, fires are due to outside causes, such as settlers, tramps, etc. A full record in such cases will be of material assistance in securing the co-operation of the governmental agencies concerned, in abating the danger due to these causes.

3. Fire reports will be required only as to lines or portions of lines roughly classified as forest sections, and during the period from April 1 to November 30, inclusive, of each year. These reports will be privileged, as in the past.

I am directed to request that you advise the Board within 30 days, in case you desire to offer any suggestions concerning the above proposal to modify Circular No. 133.

Yours truly,

A. D. CARTWRIGHT,

Secretary.

CIRCULAR No. 148.

March 24, 1916.

File 4741-F, Part 4—Re Fire Reports.

I am directed to advise you that, in view of the replies received from some of the railway companies to Circular No. 147, the Board has decided to drop, for the present, the proposals contained in said circular relative to the amendment of Circular No. 133.

The Board requests, however, as a matter of co-operation, that railways affected by Circular No. 133 shall forward to the Chief Fire Inspector such information as may be available, from time to time, relative to fires occurring within 300 feet of the track, in forest sections, not required by said circular to be reported to the Board. On this basis, no change is called for in existing instructions to section men and other field employees. It is understood that, in many cases, railways receive reports, under existing instructions to their employees, of fires which are not covered by Circular No. 133. Such additional information as may be received in this way can be made available for the use of the Board without any added burden upon the railways aside from relatively small amount of clerical work involved in making the necessary copies.

Such reports should be forwarded in duplicate, using the same forms as are now used in reporting fires under Circular No. 133. Where sufficient information is not available to fill out the form completely, missing data may be omitted. This will apply particularly to fires originating more than 300 feet from the track, where a detailed investigation is not expected, and where the principal object of the Board is to account definitely for the burned area near the track, as well as to afford a basis for further investigation by the Board's inspectors, if circumstances justify such action. As to fires confined wholly to the right of way it is, of course, expected that reports will be submitted only in case of accidental origin.

Kindly acknowledge receipt hereof.

Yours truly,

A. D. CARTWRIGHT,

Secretary.

INDEX TO APPENDIX "C,"

BEING SOME OF THE PRINCIPAL JUDGMENTS ISSUED BY THE BOARD.